



**TACONIC SHORES PROPERTY OWNERS**  
**Governing Documents Including:**  
**Rules and Regulations**  
**Restrictions, Conditions and Covenants**  
**By-Laws**  
**and**  
**Certificate of Incorporation**

Taconic Shores Property Owners Association, Inc. Ver. 6.0.2  
53 Lake Shore Drive  
Copake, New York 12516

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# Taconic Shores Property Owners Association, Inc.

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## **PREFACE**

### **TACONIC SHORES PROPERTY OWNERS ASSOCIATION, INC.**

You are now a member of Taconic Shores Property Owners Association, Inc., hereafter referred to as TSPOA.

Taconic Shores is a private residential community organized as a Not-For-Profit membership corporation and governed by an elected Board of Directors. The By-Laws and Rules and Regulations constitute the guidelines for the Board's formulation of policy. Property owners should consult this guidebook as often as necessary to become familiar with and conform to the restrictions, conditions, and covenants, and the Rules and Regulations. All decisions of the TSPOA Board are made by a majority vote of the Board during a duly held meeting with a quorum present or by the majority vote of an executive committee comprised of at least three Board members authorized by the Board of Directors to act upon its behalf.

While By-Laws and other rules are necessary in governing a community, harmonious living also depends upon a general understanding of the need for self-regulation, courtesy, restraint, and consideration for one's neighbors. It is in the best interest of every individual in the community to make his/her own contribution to the creation of an environment which will be as free as possible from friction and tension, and which will enhance the value of the property to both the individual owners and the community at large.

The Board of Directors meets on the third Friday of the month (except for August when it is held on the Friday night before the second Saturday of the month and December when there is no meeting) starting at 7:30 P.M at the clubhouse and open to the public except for those portions of a meeting that may be conducted in Executive Session. The office of the Association is open Monday thru Friday - 9:00AM - 2:00PM, the 1<sup>st</sup> & 3<sup>rd</sup> Saturday, 9:00AM – 2:00PM. Closed Mondays following the 1st & 3<sup>rd</sup> Saturdays. The office phone number is (518) 329-2881.

March 2018

Board of Directors, TSPOA



RULES AND REGULATIONS OF  
TACONIC SHORES PROPERTY  
OWNER'S ASSOCIATION, INC.

INTRODUCTION

These Rules and Regulations of Taconic Shores Property Owners Association, Inc. (TSPOA) are designed for the purpose of enhancing the welfare and living conditions of the community. They also recognize the importance of protecting Robinson Pond (aka “the Lake”) against pollution, invasive species, neglect, and misuse to ensure its continued availability for recreational use.

I DEFINITIONS

<u>BEACH #1</u>	The beach located adjacent to the clubhouse (53 Lakeshore Dr.).
<u>BOARD</u>	The Board of Directors of Taconic Shores Property Owners Association, Inc.
<u>COMMON AREAS</u>	All real and personal property, including easements, which TSPOA owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Members.
<u>DAM</u>	Brown’s Dam a/k/a Robinson Pond Dam (NYS DEC ID: 228-0997).
<u>GOVERNING DOCUMENTS:</u>	TSPOA Restrictions, Conditions and Covenants, Bylaws, Certificate of Incorporation, and all Rules and Regulations.
<u>ISLAND:</u>	The Island in Robinson Pond which is accessed by Island Drive.
<u>LAKE:</u>	Robinson Pond (designated by the NYS Department of Environmental Conservation Freshwater Wetland CO-3).
<u>MEMBER:</u>	Member shall be an individual or corporation who is an owner of record of lots or tracts designated on the maps of Taconic Shores, Inc., as filed in the office of the Columbia County Clerk at Hudson, New York.
<u>MEMBER IN GOOD STANDING:</u>	Members in good standing are those who have fully paid all applicable dues, fees, assessments and other charges due to TSPOA by the end of the prior fiscal year or have entered into an agreement for such payment which has been approved by the Board.
<u>RESPONSIBLE TEENAGER:</u>	Anyone between the ages of 14 and 18 who is complying with the Rules and Regulations and actually supervising any children under the ages of 14 for whom they are responsible.
<u>TSPOA:</u>	Taconic Shores Property Owners Association, Inc.

TSPOA ASSOCIATION MANAGER: An employee of the Taconic Shores Property Owners Association acting under the direction and supervision of the Board of Directors who is responsible for the day to day operations of the Corporation including collecting dues, maintaining the books and records of the Corporation, maintaining office hours, providing administrative support for the Board of Directors, assisting with enforcement of rules, investigating complaints, providing services to the membership, communicating the policies and practices established by the Board of Directors and decisions made by the Board of Directors.

TSPOA PROPERTY: All property owned or controlled by TSPOA and property subject to the Governing Documents.

## II GENERAL PROVISIONS

1. Members, by virtue of their ownership of a Lot in TSPOA are automatically members of TSPOA. Membership provides for certain rights and privileges, but it also creates obligations.
2. The TSPOA Association Manager is an employee of the Taconic Shores Property Owners Association acting under the direction and supervision of the Board of Directors who is responsible for the day to day operations of the Corporation including collecting dues, maintaining the books and records of the Corporation, maintaining office hours, providing administrative support for the board of directors, assisting with enforcement of rules, investigating complaints, providing services to the membership, communicating the policies and practices established by the board of directors and decisions made by the board of directors. The TSPOA Association Manager is the primary liaison between the Board of Directors and the members of the Corporation. All questions and concerns regarding any aspect of the TSPOA should be brought to the attention of the TSPOA Association Manager (preferably in writing) and not to any individual Board member. The TSPOA Association Manager will address all issues within the scope of the Association Manager's duties and engage individual directors or the Board of Directors as appropriate for all other matters. With regard to any TSPOA matter a member may rely on only the following communications:
  - 1) Information communicated by the TSPOA Association Manager acting within his or her authorized scope of authority and representing a position of the TSPOA
  - 2) A Building Permit Director solely relating to matters regarding a building permit
  - 3) The President, Secretary or Treasurer when communicating in writing on TSPOA Letterhead or in an e-mail signed with officer's title.
  - 4) Positions of the Board of Directors communicated during a duly held board meeting or general meeting.

In the absence of the TSPOA Association Manager, any officer of the TSPOA appointed in accordance with Article III of the Bylaws may serve as acting TSPOA Association Manager.

Other than as stated above, no individual Board member is authorized to speak for the Board of Directors and no Member may rely on any information conveyed by an individual Board member other than as expressly as set forth above.

Any decision of the TSPOA Association Manager adverse to the interest of a Member may be appealed to the Board of Directors by requesting a hearing (which may be attended in person or by submitting a written position for the Board of Directors to consider.

3. Member Complaints. Members may submit written complaints of alleged violations to TSPOA. However, such complaints must be signed.
4. Duty to Follow Governing Documents. The primary obligation of Members is to follow TSPOA's Governing Documents which includes the Rules and Regulations contained herein. The Rules and Regulations are common sense and most of us would obey them even if they had never been written. Even so, the Rules and Regulations have been promulgated by the Board so that everyone can easily refer to them if questions should arise and to enforce if necessity should warrant.
5. Duty to Maintain Current Contact Information. It is each Member's responsibility to keep their contact information provided to the TSPOA up to date. This information includes an address for notices from TSPOA, a telephone number and if available an e-mail address. Any information sent by first class mail to the mailing address provided by the Member and not returned to the TSPOA office in seven days will be deemed to have been received by the Member.
6. Requirement to Register for the Alert System. The TSPOA maintains an alert system that is able to send messages to Members by e-mail, SMS text message, desktop alerts, mobile phone, and/or landline telephone. Each Member **must** register to receive alerts with at least one telephone number. Members are strongly encouraged to also provide at least one e-mail address. Should you receive an alert from the TSPOA where any part of the message is cut off, you must contact the TSPOA Office at (518) 329-2881 to receive the contents of the message. Members can register for the alert system on Taconicshores.org or by contacting the office in person or at (518) 329-2881. If a Member has not registered a phone number by August 1, 2016, the TSPOA office will use the most recent information on file with TSPOA and the Member will be charged a \$25 administrative fee.
7. Voting Rights. In all matters submitted for a vote of the Members of TSPOA, any Member in good standing is entitled to vote and is encouraged to do so.
8. Inspection of Records. Members of the Association have a limited right to inspect the books, records and minutes of the Association in accordance with the NYS Not-For-Profit Corporation Law.
9. Member Liability for Damage. Members are liable for any damage to the Common Areas or the property of others caused by the acts, omissions, or willful misconduct of such Members or their family, pets, Tenants, or guests. Members are also liable for expenses incurred by the Association mitigating damages to the Common Areas and other Lots caused by (i) flood, fire, insect or rodent infestation, altered drainage patterns, etc. originating from their Lots, or (ii) the negligence or willful misconduct of themselves or their family, friends, pets, Tenants or guests.

10. Member and Tenant Insurance. The Association's insurance does not cover individual Member's or Tenant's personal property. The Association's insurance does NOT protect against all losses inside residences. As a result, Members and Tenants SHOULD carry their own insurance.
11. TSPOA's Name, Logo; Fliers and Notices. TSPOA's name and logo may not be used without the prior written permission of the Board including posting notices or fliers.
12. Commercial Photography. Commercial photography, including videotaping is not allowed in the Common Areas without prior written approval of the Board.
13. Signs. Members may post political campaign signs 30 days prior to the applicable election. The signs must be removed no more than two weeks after the election. The following types of other signs are permitted: the names of the residents, a nickname for residence, address, 911 signs, welcome signs, no trespassing, beware of dog, hazard warning signs, security system installed signs, land novelty signs such as "take this direction" and other similar kinds of signs that are not a pretext for political, ideological or commercial sign and that do not condone criminal or tortuous actions, contain obscenities, racial or ethnic slurs, or defamatory comments. Signs cannot be illuminated, they must not be larger 18" x 24", and cannot be placed as to interfere with safe road visibility. Real estate signs are addressed in Rule XV 1. All other signs are prohibited unless approved in writing by the TSPOA Board. Any Member who does not remove an unauthorized sign within 10 days of a written request from the TSPOA shall be subject to a \$100 dollar assessment for the first offense, a \$250 assessment for the second offense and a \$500 assessment for the third and subsequent offenses. The placement of any unauthorized sign within a 12-month period after the issuance of a written request by TSPOA to remove such unauthorized sign shall be considered an offense whether or not the sign is removed in 10 days of a written request.
14. Swimming Pools Not Permitted. Installation of swimming pools, above or below ground, are not allowed, with the exception of "kiddie" pools, defined as small inflatable or freestanding hard plastic pools without filtration systems. Water levels may not exceed 14 inches and pool diameter may not exceed 3 feet, or length for Intex-type inflatables may not exceed 6 feet. Kiddie pools must be supervised by a responsible adult and drained overnight. The pool must be tightly covered in order to avoid access by small children and becoming a mosquito breeding area.
15. Nudity and Sexual Activity. Public displays of nudity are prohibited. Sexual activity in the Common Areas is prohibited.
16. Nuisance Odors. No fumes, gases, smoke or other odors are permitted which may cause an unreasonable safety or health hazard, an unreasonable disturbance or annoyance to others.



### III SAFETY AND SECURITY ISSUES

1. Personal Responsibility. Residents should NOT rely on TSPOA to protect them from loss or harm- they should provide for their own security by taking common sense precautions, such as carrying insurance against loss, keeping doors locked, refusing to open their doors to strangers, installing a peep hole in their front door, asking workmen for identification, installing a security system, reporting anyone who looks suspicious, locking their cars, keeping personal property out of sight in their cars, etc.
2. Vandalism. Defacing signs, graffiti, and any other vandalism to TSPOA Property is strictly prohibited and can result in criminal prosecution, in addition to fines, potential civil litigation and loss of privileges. Please report any such activity to the police.
3. Reporting Suspicious Activity. If you see suspicious activity, report your suspicions to a police department immediately.
4. Reporting Unsafe Conditions. If you see any unsafe conditions on TSPOA Property, please notify the management office immediately. This includes obstructions in roadways, low-hanging limbs, bare electrical wires, etc.
5. Reporting a Crime. If you are the victim of a crime, you should file a report with a police department and notify TSPOA.

### IV BEACHES AND LAKE

1. Use at Own Risk. Members and their guests may use the Lake, beach areas, and all other Common Areas at their own risk, in accordance with these Rules and Regulations and all applicable laws and regulations. No lifeguards or other supervision will be provided at any beach or boat launch. Members are responsible for the actions of their guests.
2. Scheduled Maintenance. Scheduled maintenance of the beaches is from Memorial Day to Labor Day.
3. Swimming in Lake. If at any time the TSPOA determines that the Lake is not safe for swimming, TSPOA may close the beaches until such time as it determines swimming is safe. Appropriate notification markers will be placed at the beach areas. The presence of a red flag indicates that the Lake is not safe for swimming or entering onto the ice. The presence of a green flag indicates that the Lake is safe for swimming in the designated area. Prior to swimming in the Lake, each Member is responsible to make reasonable inquiry and make his or her own decision whether or not to swim in the lake.
4. TSPOA's Liability Limitation. Other than the gross negligence on the part of TSPOA, TSPOA is not responsible for loss of clothing, valuables, or other property or for any personal injury sustained while at the beach areas, in the clubhouse, or on or in the water.

5. Use of Beaches and Common Areas. Use of the beaches and the Common Areas are permitted only from dawn to dusk and when weather permits. Anyone using the Common Areas must behave in a civil and courteous manner that is respectful of others using the Common Areas. The use of profanity is prohibited. Personal belongings should be kept in one area and not spread out over the Common Area.
6. Permitted Swimming Areas. Swimming must be confined to designated beach areas. Members, their families, and their guests may also swim alongside their own docks and piers. Swimming under TSPOA owned raft, floats and floating rafts is prohibited.
7. Boats on the Lake. Member's boats are permitted to land at the boat ramp at Beach #1 during the period from dawn to dusk. Except for launching boats and removing boats from the water, boat ramps must be kept free and clear at all times. Motor vehicles and or boat trailers left unattended in the boat launch are subject to being towed at the owner's expense. Extreme care must be exercised when the boat is within 100 feet of the beach. Please be considerate of others who may want to use the boat ramp by keeping the area in the vicinity of the boat ramp unobstructed.
8. Motor Boats. No motor boats with running motors are permitted within 50 feet of any beach area. Motors must be shut down and raised out of the water before approaching the beach areas. Boats which are not motorized are permitted to land at the narrow points on either side of the lines marking the swimming area. Extreme care must be exercised when motor boats are within 50 feet of swimming areas. All motor boats must be removed from the beach by sundown. No motor boat shall be permitted to tie off of any raft.
9. Watercraft Prohibited in Swimming Areas. No watercraft, motorized or not, shall enter the beach areas designated for swimming. No watercraft may tie up at the raft. Non-motorized watercraft (e.g. kayaks, canoes, row boats, etc.) may be beached at the outer parameters of the beach areas, but may not approach the beach landing area from or through the swimming area.
10. Children. Children under 14 years of age must be accompanied at the beaches or lakefront areas by an adult or a Responsible Teenager at all times. Parents or guardians of children on the beaches are responsible for their safety and behavior at all times.
11. Playing Games. Frisbees, ball playing and like activities are prohibited at the beach areas when others are present. Glassware and pets are prohibited in the beach areas.
12. Guests. Guests are not permitted to use any beach area unless the Member is present or the guest has a guest pass in their possession while at the beach area.
13. Fireworks, Alcohol, and Illegal Drugs and Substances. No Member, resident, or any other individual may use or possess fireworks, or illegal drugs and/or substances on any common area within TSPOA Property, including but not limited to, the Lake, beaches, boat launches and lakefront. No Member, resident, or any other individual may use or possess alcoholic beverages on property owned by TSPOA, including, but not limited to, beaches and boat launches. The Board

may permit use of alcoholic beverages at TSPOA sponsored community events or at private parties or events upon such terms as the Board may prescribe and only in accordance with law.

## V USE OF THE LAKE

1. Docks and Piers. Docks and piers are not to be more than six (6) feet wide and not to extend more than twenty (20) feet into the Lake, except in the Lake area between the Island and the easterly shore, where the docks and piers must be parallel to the shore and not extend beyond eight (8) feet from the shore. Diving boards attached to floats, docks, or piers are prohibited. All docks and piers must have adequate external markers, or reflectors which are plainly visible to boaters. All docks and piers shall be maintained in good order and state of repair. Lot numbers shall be visibly affixed to each dock and pier.
2. Maintaining Docks and Piers. Members who install docks and/or piers in the Lake must maintain the docks and/or piers in a safe and attractive condition. All docks and/or piers which the Board, in its sole discretion determines are unsafe or unsightly must be repaired or removed to the satisfaction of the Board. In the event the Board determines that a dock or pier needs to be repaired or removed, the Member will receive at least 45 days prior notice to remove or repair such dock or pier. If a Member fails to comply with a Board request regarding a dock or pier, TSPOA reserves the right to remove and dispose such dock or pier at the Member's expense.
3. Floats and Rafts. Floats and rafts shall extend no more than twenty (20) feet beyond the shoreline at their farthest point and must be secured to the shore.
4. Registration of Boats. New York State Laws regarding registration and use of motorboats shall be complied with at all times. In addition, the following TSPOA rules apply to all boats:
  - (i) All boats on the water shall be registered with TSPOA by a Member before use on the Lake. A decal permit will be issued by TSPOA which is to be affixed on the front of both sides to the boat by the Member. TSPOA reserves the right to revoke such permit upon evidence that the boat is being used in a way that threatens harm to its occupants or others or is being used in violation of these Rules and Regulations. Boats operated without a permit may be removed by TSPOA from the Lake at the boat owner's expense. Only boats owned by Members are permitted on the Lake.
  - (ii) A valid TSPOA decal shall be clearly displayed on all boats. Boats must also display the Member's lot number in 3 inch numbers on each side of the boat.
  - (iii) Non-Members may not launch boats into the Lake. Boats owned by non-Members will be treated as a trespass by such non-Member, whether the non-Member is a guest of a Member or not. Members should notify the TSPOA office, their director, or a law enforcement agency if they become aware of any trespass onto TSPOA property.

(iv)After dusk, proper running lights must be illuminated on all boats operating on the Lake.

(v)Every boat must be equipped with a U.S. Coast Guard-approved life preserver for each person on the boat.

(vi)No boat shall carry more occupants than the manufacturer’s rated capacity and there shall be not less than eight (8) inches of freeboard above the water line.

(vii) If space permits, boats may be stored at the TSPOA boat launches from May 15<sup>th</sup> through November 30<sup>th</sup> of each year in accordance with rules promulgated by the Board. In no event shall TSPOA shall be held responsibility for damage or loss to stored boats, except for the gross negligence of TSPOA. Any boat remaining at a boat launch after November 30<sup>th</sup> will be removed by TSPOA, put into outside storage, and may be retrieved by the owner upon payment of a \$250.00 service fee to TSPOA.

(viii) No one under ten (10) years of age may operate a motorboat at TPSOA. Operators under eighteen (18) years of age must be accompanied by an adult and must have obtained a New York Boating Safety Certificate in accordance with the NYS Navigation Law.

(ix) Any Member who brings his/her boat to the Lake from another water source must clean or scrub the boat to prevent any introduction of non-native species into the Lake or contamination of the Lake.

5. Motor Specifications. Motor size shall not exceed that shown below for size and weight of boat:

Single hull, any length	under 70 pounds	3HP
	71 to 100 pounds	4HP
	101 to 160 pounds	6HP
	161 to 300 pounds	7.5 HP
	over 300 pounds	10 HP
Dual hull, under 16 feet		7.5 HP
Dual hull, under 16 to 20 feet		10 HP
Pontoon boats		40 HP
Stepped up hull boats are not permitted		
Racing propellers are not permitted		

6. Operation of Boats. New York State Laws regarding the operation, maintenance and water worthiness of boats shall apply in all instances. All boats propelled by a fuel engine must be registered as provided by New York State Law. This requirement is applicable to inflatable boats as well as those with solid hulls. If required, the New York State Department of Motor Vehicle registration number and TSPOA lot number must be visible on the boat as well as.

7. Boat Speed Limits. The speed of boats shall not exceed ten (10) MPH. All boats shall reduce speed to five (5) MPH when passing swimmers, approaching docks, landings or beach areas or any

non-motorized watercraft. Boats going around the “moat” of the Island and/or under the bridge to the Island must slow to no more than five (5) miles per hour.

8. No Tying up at the Dam. Boats may not be tied up at the Dam.
9. Wakes. Boat operators are responsible for any damage caused by their boats and/or the wake of their boats.

## VI CARE AND CLEANING OF LAKE AND WATERFRONT

1. Member’s Responsibility for Shoreline. Members owning lakefront property are responsible for the maintenance care of the shoreline extending up to twenty (20) feet into the water from their property line, including removal and disposition of trees, tree limbs, leaves, sticks, logs, and similar debris. No leaves or other debris shall be disposed of into the Lake. If the Member does not maintain his or her waterfront in a manner TSPOA deems adequate, TSPOA may remove unsightly or hazardous debris. The cost of such removal shall be charged to and payable by the Member.
2. Lake Obstructions. Obstructions found in or on the Lake should be removed if it can be done safely. If not, Members have an obligation to report the obstruction to TSPOA's office.
3. Prevention of Storm Runoff from Entering Lake.. It is the responsibility of each Member owning lake front property to take all reasonable measures to prevent storm runoff from entering the lake through their property.

Storm runoff contains chemicals including road salts and phosphorous which are harmful to the health of the lake and its fish and contributes to the growth of algae including potentially harmful algae blooms. Measures such as those contained in this rule are designed to reduce or eliminate the need for algaecides which are costly and are not a natural part of the environment.

Each lake front property should have a Vegetation Barrier. *A vegetation barrier is a buffer of various plants, shrubs and trees strategically grown along the edge of a body of water intended to block undesirable runoff from entering the body of water.* A Vegetation Barrier should have the following characteristics: it is composed of bushes, woody plants, trees, and/or aquatic plants; it is a minimum 5 feet wide as measured by where plant roots are present; it is planted across the entire property with an opening of up to 10 feet allowed to access the waterfront and preexisting or permitted waterfront structures; it shall be parallel to the water’s edge; and it is placed as close as possible to the water edge of the property considering the natural characteristics of the land and preexisting and permitted structures. In addition to a Vegetation Barrier, each Member should place some plants directly in the water to filter the lake water as well as maintaining deep rooted plants and trees throughout the entire property to absorb contaminants that run off the road onto your property. Lawn grass and other vegetation without deep roots does not prevent storm runoff from entering the lake.

Each lake front Member must attempt to prevent storm runoff from entering the lake through the Member’s property by ensuring there is no direct path for drainage from the road or the Member’s property to the lake which does not have trees or other deep rooted vegetation planted in a manner to absorb the run-off or some other means preventing drain water from entering the lake such as rain gardens. At the request of the TSPOA, including as a condition of obtaining a building permit, a Member may be required to implement a plan to plant deep rooted

vegetation on any part of the property where there is a direct path from the road or other drainage discharge point to the lake without deep rooted vegetation.

Lake-front Members are encouraged to avoid the removal of trees and deep-rooted vegetation from their property. Any Member removing a significant amount of deep-rooted vegetation, including the removal of more than 20% of the Member's trees which have a diameter of 4 inches or greater and are between the TSPOA roadways and the lake, will be required to demonstrate compliance with this rule.

No monetary assessments will be levied against any Member for a violation of this rule unless such Member has been notified in writing of their noncompliance with this rule and been given a reasonable opportunity after receipt of such notice to propose and implement a plan to correct such noncompliance. The notice to a noncompliant Member will identify representatives of the TSPOA who will either at the request of the Member work with the Member to establish a mutually acceptable plan or if the Member wishes to work independently to develop their own plan, the representative(s) will review the plan developed independently by the Member and determine what changes, if any, are required in the plan for it to comply with this rule. If the named representative(s) and the Member are unable to agree upon a plan for compliance, a hearing will be held where the representative and the Member will each submit their plan for compliance. If the board determines that the Member's plan does not comply with this rule, the board may require the Member to implement the plan submitted by the representative. The Member will have 120 days from the date of the notice to submit its final plan to the TSPOA. Failure to provide the Board with a plan or to implement a proposed plan or Board-imposed plan within a reasonable time period may result in monetary assessments as determined by the Board. For more information on vegetation barriers please visit the TSPOA website at [taconicshores.org](http://taconicshores.org).

4. No Nitrogen or Phosphorous. No Member shall use or permit to be used on his/her property any fertilizer containing nitrogen and/or phosphorous or use any household chemical which contains phosphates.

## VII FISHING

1. Fishing From Dam Prohibited. Fishing from any TSPOA raft or at the Dam is strictly prohibited. No one is permitted to enter the Dam area without prior written approval of TSPOA.
2. Ice Fishing Prohibited. Ice fishing on the Lake is prohibited at all times.
3. Fishing in Swimming Area Prohibited. Fishing in a designated swimming area or beach areas are strictly prohibited.
4. Member's Responsibility. All Members and their guests are responsible for removal of all lures, hooks, sinkers, and bait that they place in the water.
5. License Required. All persons fishing in the Lake must possess a valid New York State fishing license when required by law.

## VIII HAZARDOUS ACTIVITY

1. Prohibited Activity. The discharge of firearms, fireworks, or any other noise making device is not permitted at any time within TSPOA Property. This shall not apply to Members authorized by TSPOA to use noisemaking devices for geese control.

## IX USE OF MOTOR VEHICLES

1. Rules. All applicable laws, rules, and regulations of the New York State Department of Motor Vehicles relating to the registration, licensing, insurance, and operation of all motor vehicles, motorcycles, or other motorized apparatus shall apply to TSPOA Property. The following rules also apply:
  - i. No motor powered vehicle shall exceed the posted speed limit of fifteen (15) MPH.
  - ii. Violations of New York State Vehicle and Traffic Law will be reported by TSPOA to an appropriate law enforcement agency.
  - iii. No unregistered motor vehicle may be stored or parked (other than in a closed garage) for more than six (6) months.
  - iv. No motor vehicle may be dismantled on any Member's property.
  - v. Motor vehicles in the common area parking lots will be towed if they do not have a TSPOA Member or guest tag prominently displayed in the vehicle. Between November 1<sup>st</sup> and April 15<sup>th</sup>, motor vehicles may not be parked on any road owned by TSPOA. Motor vehicles parked on TSPOA roads during this period will be towed at the owner's expense.
  - vi. Unregistered motor vehicles are prohibited on TSPOA owned roads.
  - vii. Notwithstanding any provision contained in any portion of these Rules and Regulations, no person shall operate a motor vehicle upon any of the roads owned by TSPOA if such vehicle is not required to be operated by a licensed driver and/or be registered by the New York State Department of Motor Vehicles. This shall include, but is not limited to go-karts, dirt bikes, mini-bikes, and the like. This prohibition shall not apply to an operator who operates motorized wheelchairs, mobility scooters, or similar devices out of medical necessity.
  - viii. A Member or an immediate family member of a Member who resides at TSPOA may apply to the Board of Directors of TSPOA to obtain permission to operate the following types of vehicles:
    - a. Golf carts, provided their speed does not exceed 10 MPH;
    - b. A motor vehicle which is not required to be operated by a licensed driver and/or be registered by the New York State Department of Motor

Vehicles when used exclusively to transport a boat to and from the lake and the Member's home; and/or

- c. A motor vehicle which is not required to be operated by a licensed driver and/or be registered by the New York State Department of Motor Vehicles when used exclusively on the owner's property.
  - ix. Any Member or an immediate family member of a Member who resides at TSPOA, who applies to the Board of Directors of TSPOA for permission as provided for above will be required to fulfill the following requirements:
    - a. The applicant must be the legal owner of the motor vehicle and be 21 years of age or older;
    - b. Anyone operating such motor vehicle must be a licensed driver and be 21 years of age or older and wear a helmet at all times.
    - c. Other than golf carts, no passengers are to be transported on such motor vehicle. Golf carts may carry up to three passengers, subject to such the golf cart's manufacturer's specifications.
    - d. The Member must carry at least \$500,000 per occurrence liability insurance for property damage and personal injury on the motor vehicle. A certificate of insurance, naming Taconic Shores as an additional insured certificate holder, must be on file with the office at Taconic Shores.
    - e. The applicant must pay at the time of application a nonrefundable processing fee of \$25 to TSPOA, per motor vehicle.
    - f. Upon approval, the applicant will place a marking, sticker, or medallion on the motor vehicle, as designated by TSPOA.
    - g. The applicant must comply with all other requirements, as TSPOA may from time-to-time require of such applicant.
  - x. In the event of a violation of any provision of this section, TSPOA may assess a reasonable and appropriate fine, pursuant to these Rules and Regulations of TSPOA.
  - xi. Members' and renters' motor vehicles must be registered with the appropriate state Department of Motor Vehicles and with the office of TSPOA and the current TSPOA decal must be affixed on the rear side window (driver's side) of each motor vehicle or, if a tag system of identification is adopted by TSPOA, the tag must be displayed as directed.
  - xii. Use of motor vehicles in the picnic area, beach areas, or across vacant lots is prohibited.
2. Prohibited Vehicle Storage and Parking. Commercial vehicles, motor vehicles bearing commercial markings or signage, trailers, commercial landscaping equipment, earth moving equipment and/or construction equipment are not permitted to be stored or parked on a Member's property or TSPOA's property except:
- i. Trailers (which are not enclosed) having a gross vehicle weight of 5,000 lbs. or less, and which are not used for commercial purposes and which are stored or parked in a manner



so that they are not visible from the street, common areas and/or other members' properties;

- ii. Pickup trucks with no commercial markings or signage with a gross vehicle weight of 12,000 pounds or less; and
  - iii. Boat trailers.
  - iv. Vehicles and equipment which are parked or stored on a Member's property while the Member and/or a contractor is actively doing construction or maintenance at the Member's property, provided the Member has obtained a Building Permit where a Building Permit is required by the Governing Documents.
3. TSPOA Assumes No Responsibility. TSPOA assumes no responsibility for injury to person or property incurred during the operation of any or all motor vehicles except those operated by employees of TSPOA.

## **X SEASONAL COLLECTION**

1. Bagged Leaves. Bagged leaves will be picked up in the Spring and Fall, in accordance with a notice printed or posted in TSPOA office or newsletter. All bagged leaves must be placed in biodegradable bags.
2. Limitations. TSPOA only picks up leaves. Leaves must be bagged in paper, recyclable/biodegradable bags. They will be picked up only during designated periods and not otherwise. TSPOA does not pick up any other debris. Disposal of brush, building materials, non-household waste, major appliances, and other similar debris is the responsibility of the member. These materials may be disposed of at a Columbia County transfer station or other legal waste disposal site. If debris is not removed by the member in a timely manner, TSPOA may, after notice to the member, remove the debris and charge the member three times the actual cost of the removal.

## **XI SEPTIC SYSTEM MAINTENANCE**

1. Septic System Inspection. All Members must have their septic systems inspected and pumped out at least once every five years. The inspection shall be conducted by a qualified firm specifically licensed for such purpose. The Member must file documentation with the TSPOA office. The documentation shall include at least the following information: a full visual inspection and evaluation including the size, composition, and condition of the tank. The report must also contain a notation and/or sketch of the location of the tank relative to the residence, and the approximate distance between the tank and the Lake. The inspector shall indicate whether the septic tank is in good and operable condition. Such report shall be filed in the TSPOA office within five days of the inspection.
2. Failure to File Documentation. In the event that a Member fails or neglects to file the required documentation in a timely manner, the Member shall be subject to a fee of \$500.00, or such other

amount as set by the Board and shall be subject to other remedies as provided for in the Governing Documents.

3. Systems Failing Inspection. If an inspection has been completed but the inspection firm ascertains that the tank is not in good and operable condition, the Member shall either replace the tank or make necessary repairs to bring the system into good and operable condition within one (1) month of the inspection. A Member may come before the Board to request an extension which shall be granted or denied in the Board's exclusive discretion. Such request must be made within twenty days from the date of the inspection. Failure or neglect to make such repairs shall subject the Member to a fee of \$500.00 (or such other amount as set by the Board) for each twelve (12) consecutive month period, or any part thereof, which a Member remains out of compliance with the obligations set forth in this paragraph. Additionally, TSPOA may disconnect a Member's property from the TSPOA water system until necessary corrective action is timely taken. The supply of water will be renewed upon the presentation of satisfactory evidence that the corrective action has been taken and completed.
4. Corrective Action Required. Payment of any fee imposed by TSPOA does not alleviate such Member from taking necessary corrective action. If a Member does not take corrective action in a timely manner and provide TSPOA with an updated inspection within a timely manner, whether or not the Member has paid a fee, the Member shall remain non-compliant and shall be subject to additional fees and remedies as provided for in the Governing Documents.
5. No Metal Septic Tanks. All new or replacement septic tanks must be non-metal.

## **XII OUTDOOR FIRES AND BURNING**

1. Limitations. Any outdoor burning must be confined to a fire pit and attended at all times by an adult with an available water source. All outdoor burning must be kept at a prudent distance from any combustible source, including trees, shrubbery and structures. Burn barrels may only be used in accordance with applicable state laws. Open fires are prohibited. Burning of plastics, garbage, treated wood or other toxic substances is strictly prohibited. Outdoor wood burning heating equipment is prohibited.

## **XIII NO TOBACCO USE ON TSPOA OWNED PROPERTY**

1. Tobacco Use Prohibited. Except as otherwise provided herein, no tobacco use shall be permitted on the property owned by TSPOA, including, but not limited to, all Common Areas, beach areas, the beach house, etc. TSPOA shall post notices to such effect and establish a schedule of fines for non-compliance. TSPOA may designate specific smoking areas proximate to the beach house and mark such areas with appropriate signage. Members shall be responsible if their guests or renters violate this prohibition.

## XIV RENTALS

1. Notification to TSPOA. Members must register with the TSPOA using the form set out in Attachment B to these Rules and Regulations on an annual basis and prior to listing the property with a real estate agent or broker for lease, or the placing of a leasing advertisement. Any listing, advertisement or offer to rent property without having been registered in advance, as provided for herein, shall result in an assessment of \$250.00 for the first offense and an assessment of \$500.00 for each subsequent offense. Any listings, advertisement or offer to rent property must prominently include web address for the TSPOA rules for renters.
2. Submission to TSPOA of Required RENTER'S AGREEMENT. Any Members who rent their home must submit a RENTER'S AGREEMENT signed by the tenant(s) prior to each rental in the form set forth in Attachment C to these Rules and Regulations. The Member and the tenant must each release, indemnify and hold harmless the TSPOA from any liability, losses or other damages arising out of or related to the rental of the property or the acts or omissions of the tenants. If there are any tenants using any Common Areas who have not signed a Renter's Agreement, then TSPOA may require such Renter to sign a Renter's Agreement and if they refuse, they shall be considered trespassers on the TSPOA Property and TSPOA may take such action as it deems appropriate in light of such trespassing.
3. Annual Administrative Fee. The Member must pay to TSPOA an administrative fee of \$100.00 for rentals for one year or longer and \$200.00 for rentals less than one year and sign the Indemnification and Hold Harmless Agreement for Rental of Homeowner(s) Property prior to the first rental registration period and on the first day of any subsequent rental registration period.
4. Tenant Infractions. When feasible, TSPOA will contact the Member with respect to any infraction of the Rules and Regulations by the tenant(s) and or tenant(s)'s invitee(s). If the infraction or infractions are not promptly remedied or is not capable of being remedied, TSPOA will levy an appropriate assessment against the Member.
5. Unpaid Fees, Assessments or Violations Resulting From Tenant(s) or Invitee(s) of Tenant(s). If the Member's tenant or invitee violates these Rules and Regulations, TSPOA may refuse to provide services such as connection to the TSPOA water supply. These services will not be restored until all such violations are cured to the satisfaction of the Board and such tenant(s) or tenant(s)'s invitee(s) agree in writing to comply with these Rules and Regulations.
6. Member's Responsibility. The landlord Member will be responsible to TSPOA for the cost of any and all damage to TSPOA property caused by the tenant(s) or tenant(s) invitee(s).
7. Assessments. If any property is rented in a manner that violates these Rules and Regulation, the Member will be assessed a fee of \$100.00 for the first infraction, \$250.00 for the second infraction and \$500.00 for any subsequent infractions.

## XV REAL PROPERTY SALES AND ACQUISITIONS

1. For Sale Signs. Placement of any signs for sale of property on Member's property or TSPOA Property shall require the consent of the Board prior to such placement. There shall be no directional signs, either in or outside TSPOA Property or posted off the property directing prospective purchasers to the property. No real estate signs may be displayed on a Member's Lot without the prior approval of the Board. The Board will not consider granting approval until the Member and/or the Member's real estate agent provides a written or emailed statement wherein they agree to abide by the requirements of this Rule XV. The Board may refuse to consent to the placement of a for sale sign if a Member is not in good standing. The TSPOA reserves the right to remove any sign which is posted in violation of this rule. The removed sign will be stored for up to two (2) weeks for retrieval by the Member, after which time the sign may be disposed of by TSPOA, at the Member's expense.
2. Notification of TSPOA of Member's Intent to Sell. Any Member intending to place their property for sale must notify TSPOA as early as possible of their intent to do so, but not later than the date of listing of sale of such property with a real estate broker or the placing of an advertisement for the sale. At the time of the contract for sale of their property, the selling Member must advise TSPOA of the impending sale and name, address, and telephone numbers of the prospective purchaser.
3. Payment of Outstanding Amounts Due TSPOA. Prior to closing of the sale, all dues, assessments, fees and other monies due to TSPOA must be paid in full. A clearance statement from TSPOA indicating fulfillment of all financial obligations to TSPOA will be provided for transfer to the new owner.
4. Clearance Statement. Upon payment by the selling Member of all amounts due TSPOA from such Member, upon meeting the Transfer Requirements set forth below, and upon clearance of any and all outstanding TSPOA violations affecting the property being sold and unpaid monies owed, TSPOA will issue a clearance statement. This clearance statement will be the sole evidence that the property being purchased is unencumbered by any outstanding obligations of the selling Member. This is the only statement upon which the membership account for the new member will be based. If the new owner lacks the clearance statement, TSPOA may refuse to provide services such as water supply. The new owner will not be considered as a member in good standing until all debts of the previous member have been paid.
5. Transfer Requirements. Any Member conveying TSPOA Property whether by sale, gift or in any other manner is referred to herein as a "Conveying Member." Any person acquiring TSPOA Property whether by sale, gift or in any other manner is referred to herein as an "Acquiring Party". Both the Conveying Member and Acquiring Member are each responsible to ensure the TSPOA is provided a completed and signed "Transfer Certification", in the form attached to these Rules and Regulations as Attachment A, along with the applicable transfer fee. The transfer fee shall be \$500.00 unless the transfer qualifies for a discounted transfer fee of \$350.00, as set forth below. The payment of the transfer fee and the providing to TSPOA of an accurate and fully completed Transfer Certification shall together be referred to as the "Transfer Requirements." The Transfer Requirements must be met prior to any change in ownership to TSPOA Property. An Acquiring

Party shall not be considered a Member in good standing and shall not be entitled to any privileges of membership including the supply of services until the Transfer Requirements are met. If after 60 days from the date of conveyance the Transfer Requirements have not been met, or if there are uncured violations of any of the Governing Documents by either the Conveying Member or the Acquiring Party, TSPOA may discontinue any service which TSPOA provides the subject TSPOA Property. A Conveying Member must comply with the applicable terms of the Governing Documents, including providing a copy of the Transfer Certification to an Acquiring Party on at least two (2) weeks prior to the date of conveyance. If the Transfer Requirements are met by a potential Acquiring Party at least two weeks prior to the date of conveyance, then the Acquiring Party shall be entitled to pay a discounted transfer fee of \$350.00 which will be refunded only in the event the conveyance does not take place. In the event of the death of a Member, neither the Member Estate nor the grantee of the Member's Estate shall be considered an Acquiring Party, however such parties be subject to the Governing Documents. A conveyance by an estate to a devisee shall be entitled to a discounted transfer fee of \$350.00. An Acquiring Member shall provide the TSPOA with a copy of the recorded deed as soon as practical and no later than 60 days after acquiring ownership

## **XVI PETS**

1. Permitted Pets. Other than Service Animals (as defined by the United States Department of Justice interpreting the American with Disabilities Act), no animal shall be kept or maintained on any property located within TSPOA except dogs, cats, fish in aquariums, small reptiles, hamsters and gerbils confined within the home, and caged birds (but no fowl), provided such pets are confined within the Member's property and that they do not disturb or annoy other Members or guests. Any inconvenience, damage, excrement or unpleasantness caused by any pet shall be the sole responsibility of its owner.
2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept for commercial purposes.
3. All dogs and cats shall be kept under the direct control of their owners at all times and shall not be allowed to run free or otherwise interfere with the comfort and convenience of any resident or guest.
4. Dogs on Leash. Members who own dogs must comply with the local leash and licensing laws and they must clean up after their pets. All dogs must be confined to the Member's property, except when on a leash. Failure to comply with either shall result in a \$150.00 fee. All pet waste shall be removed by the pet's owner in a sanitary manner. Failure to do so shall result in a \$150.00 fee for each occurrence.

## **XVII NOISE**

1. General Considerations. Being thoughtful of one's neighbors is especially important in a community such as TSPOA. Unnecessary loud noises should be avoided at all times, especially between the hours of 11:00 pm and 8:00 a.m. Examples include, but are not limited to, sound

from televisions, audio equipment, musical instruments, pets, power tools, and motorized vehicles of any type and size. If a homeowner is disturbed by an unnecessary loud noise, they should first attempt to notify the disturbing party. If the disturbing party is not cooperative and the problem is severe, then the homeowner should contact the appropriate local law enforcement agency and file a Complaint Form with the TSPOA office as soon as possible.

2. Noise Curfew. There is a noise curfew of 11:00 p.m. No loud noises are permitted any day prior to 8:00 a.m. Please respect your neighbors and keep noise to reasonable levels.

## **XVIII AIRCRAFT**

1. Aircraft Prohibited. No aircraft (including drones) may take off or land within TSPOA.

## **XIX FIREWOOD**

1. Storage. Firewood must be neatly stacked at the rear or side of the owner's property, setback from the property line at least 8 feet from the side property lines, and 15 feet from the rear property lines.

## **XX ENFORCEMENT OF GOVERNING DOCUMENTS**

1. Generally. The enforcement of the provisions of the Governing Documents is the individual and joint responsibility of all Members and all inhabitants within TSPOA. When a violation occurs, enforcement will take place in a timely manner. Timely resolution will prevent problems and will enable TSPOA to keep a well-maintained community. The procedure for handling violations is set forth below. The TSPOA Board or the TSPOA Association Manager may initiate enforcement action on its own accord or in response to complaints.
2. Complaints. Any Member, resident, or employee of TSPOA may file with the Board a formal complaint alleging that a Member has violated a provision of the Governing Documents. Such complaint shall identify the alleged violator, the nature of the alleged violation, and shall, where possible, include written documentary evidence including, but not limited to, names and addresses of witnesses, photographs, video tapes, etc., to establish the alleged violation.
3. Board Action upon Receipt of Complaint. Board Action upon Receipt of Complaint. Upon receipt or initiation of a formal complaint, the President of the Board shall designate the TSPOA Association Manager or a director or directors to contact the alleged violator to advise him or her of the filing of the complaint and the substance thereof. If the alleged violator denies or otherwise controverts the facts constituting the violation, the designated TSPOA Association Manager, director or directors shall advise the President of the Board that it will be necessary to utilize the complaint resolution process as specified herein.
4. Discussion at Next Scheduled Board Meeting. At any time, the person who has filed a formal complaint, any member of the Board, or an alleged violator may request that the complaint be added to the agenda of the next scheduled Board meeting so that the Board and all impacted parties may informally discuss the matter in an attempt to find an amicable resolution. In such

event, the Board will provide notice that the matter has been added to the Board meeting agenda by first class mail. The Board may in its sole discretion refuse a request for an informal meeting with the Board and proceed to issue a Notice of Violation, as set forth below.

5. Notice of Violation. If the complaint has not been resolved to the satisfaction of the Board, the Board shall notify the person or persons alleged to be in violation (hereafter “Alleged Violator”) that he or she is entitled to request a hearing before the Board for the purpose of denying or otherwise controverting the facts and circumstances constituting the alleged violation. Such notice shall be sent to the Alleged Violator by certified mail, return receipt requested. (If the mail comes back “unclaimed” or “refused”, it will be re-sent by regular mail. If the receipt is signed or if nothing comes back, it will be deemed to have been delivered.) The notice shall fix the date, time, and place for such hearing, which will be held if the Alleged Violator requests a hearing, and shall reasonably describe the facts and circumstances alleged to constitute a violation of any provision of the Governing Documents.
6. Failure to Request a Hearing. Failure by an Alleged Violator to request a hearing within ten (10) days from receipt of written notice shall constitute a waiver by the Alleged Violator to a hearing. If the Alleged Violator does not timely request a hearing, the Board shall proceed to determine whether a violation has occurred, and, if so, to establish an appropriate penalty and/or corrective or remedial action to resolve the violation.
7. Hearing Request. If the Alleged Violator timely requests a hearing before the Board, the Board may authorize the TSPOA Association Manager, its counsel or other spokesperson to present the facts and circumstances constituting the alleged violation and to make a recommendation as to an appropriate penalty and/or corrective or remedial action to resolve the violation if a violation is found to have occurred or continues to occur.
8. Hearing. If the Alleged Violator timely requests a hearing before the Board, such hearing may be held in conjunction with a regularly-scheduled Board meeting or at a special meeting scheduled for such purpose. The following notice and hearing procedures will be followed:
  - i. Notice of Hearing. Notice of the hearing will be sent at least fifteen (15) days before the hearing.
  - ii. Opportunity to Be Heard. Before fees assessed and/or privileges or voting rights may be suspended, Members have the right to send a letter, send an authorized representative, or appear in person to present evidence why the Board should not determine that in fact the Alleged Violator is in violation. The hearing will be held in executive session if so requested. The Alleged Violator shall be afforded an opportunity to deny or otherwise controvert the facts and circumstances set forth in the notice. With prior notice, Members may bring an attorney with them to advise them or to speak on their behalf. Failure or refusal to appear and/or participate at the meeting for which the hearing is scheduled shall constitute a waiver of the right to such a hearing, and the Board may make a decision as to whether a violation has been established and, if so, fix an appropriate penalty and/or corrective action or remedy, notwithstanding the nonparticipation of the alleged violator.

- iii. Rescheduled Meeting. Upon timely, written request and for worthy cause, an accused party may be granted a continuance to a new hearing date. In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.
  - iv. Correction of Violation. In the event the violation is corrected prior to the hearing date, the Board may, if appropriate, discontinue the proceedings upon terms the Board shall decide.
  - v. Board's Determination. If a hearing has been held, the Board may determine whether an Alleged Violator is in actual violation of any provision of the Governing Documents. The Board shall use the standard of proof of the preponderance of the evidence in determining whether or not a violation has occurred. If Board determines that a violation has occurred, the Board shall determine an appropriate assessment and/or corrective or remedial action to cure the violation. In making such determination, the Board may consider the nature of the violation; the severity of the violation is intentional and/or willful; and such other factors as the Board may consider to be appropriate.
  - vi. Notice of Determination. Within thirty (30) days of the hearing, or such additional time as necessity warrants, the Member will be given notice of the determination.
  - vii. Failure to Comply With Board Determination. If the Board determines that a violation has taken place, and if the Board determines that an assessment be levied as a result, and if the assessment is not paid within the specified number of days from receipt of written notice of the Board's decision (which notice shall be given by certified mail, return receipt requested) the Board may terminate all services provided by TSPOA, including water service to all property owned by the Member located in TSPOA which are owned by the violator. If such assessment is not paid as specified, interest shall accrue thereon at the rate of eighteen percent (18%) per annum. If corrective or remedial action determined by the Board is not completed within the specified number of days from written notice of the Board's determination, the Board may terminate all TSPOA services to properties owned by the violator until the corrective action is completed.
  - viii. Appeal of Fines. Monetary penalties for violations of TSPOA's Governing Documents may be appealed by appearing before the Board or by writing a letter to the Board presenting reasons and/or evidence why the fine should be removed.
  - ix. Conflicts of Interest. If a member of the Board has a conflict of interest (i.e., they filed the complaint, if the complaint was filed against them, or if they have a personal interest in the outcome of the hearing) such persons shall recuse themselves and they may not vote on the issue.
9. Attorneys' Fees. TSPOA will levy special assessments for reimbursement of attorneys' fees and costs from those Members against whom TSPOA must employ the services of an attorney to ensure compliance with TSPOA's Governing Documents regardless of whether legal proceedings



are instituted. If TSPOA is required to take legal action to enforce the Governing Documents, in the event TSPOA prevails in such action, TSPOA shall be entitled to an additional award by the court of attorney's fees and costs.

10. Additional Remedies of TSPOA. In addition to the remedies specified above, TSPOA specifically reserved its right to pursue any and all remedies at law or in equity, including but not limited to, injunctive relief to secure enforcement, compliance and remediation of any violation of the Governing Documents.
11. Past Due Amounts. Any amount owed to TSPOA by a Member which is over thirty (30) days past due shall accrue interest payable to TSPOA at the rate of 1-1/2% per month. TSPOA reserves the right to terminate all TSPOA services to properties owned by the Member until payment is made in full or the Member enters into a payment plan which the Board may approve in its sole discretion.

## **XXI CONSTRUCTION**

1. New Construction and Exterior Alternation of Structures. Before a Member commences any new construction, exterior alterations, or adding new structures or additions to structures on TSPOA Property (collectively referred to as "Construction"), the Member must obtain written approval from the Board. A structure shall include any improvement constructed, installed or placed permanently or in a manner that involves the breaking of ground, including but not limited to docks, decks, fences, hot tubs, and sheds. If a Member has any doubt as to whether or not something is a structure for the purpose of this provision, the Member is encouraged to ask for a written determination from the Building Director prior to acquisition or construction. The Board shall, from time-to-time, promulgate rules as to the approval process. All such proposed Construction must be in conformity with applicable laws, rules and regulations, including the New York State Building Code and Copake Town Law. For Construction within 100 feet of the water, the Member must obtain approval from the New York State Department of Environmental Conservation prior to seeking approval by the Board. All applications to the Board for approval shall include construction plans reviewed, approved and stamped by a Professional Engineer or Registered Architect licensed by New York State, (except for garages, decks, shed and fences, unless such professional review and approval is required by law). Approval by the Board is not intended to supplement governmental approvals, but is in addition to applying for government approval, if such governmental approval is required by law.
2. CONSTRUCTION IN VIOLAITON OF THIS SECTION. If a Member commences any Construction prior to having obtained written approval from the Board, such Member shall be assessed a fee of \$500.00 in addition to the normal permit fee(S). The \$500.00 Fee will not be assessed if the Member removes such structures or additions to structures or reverses such exterior alterations within ten (10) days of a notice of demand by the Board. If the Member does not promptly remove the structure or apply for a permit (including payment of this \$500.00 fee) within thirty (30) days of the notice of demand by the Board, TSPOA may require that the Member to stop construction and restore the property to its state, prior to construction.

## **XXII DANGEROUS OR UNSAFE PROPERTY OR STRUCTURES**

1. Member's Duty to Maintain Property. No Member shall cause, suffer, allow or permit his/her property, including but not limited to, the structures on his/her lot, to become dangerous or unsafe to the public or to any person or property. In the event that the property or any structure thereon is or hereafter becomes dangerous or unsafe to the public or to any person or property, the Member shall repair, remediate, or remove the structure.
2. Failure to Maintain Property. In the event that the Member fails to repair, remediate, or remove the structure, TSPOA shall send notice to the Member by certified mail, return receipt requested and first class mail. Such notice shall contain a description of the premises, a statement of the particulars in which the lot, building, or structure is unsafe or dangerous and a directive requiring the property, building, or structure to be made safe and secure or removed. The notice shall also specify the time within which the repair, remediation, or removal of the building or structure shall be completed. If the Member fails, neglects, or refuses to comply with provisions of the notice, TSPOA reserves the right to take necessary steps to repair, remediate, or remove the dangerous or unsafe condition. Any and all TPSOA costs or expenses associated therewith, including legal expenses, shall be the responsibility of the Member. If the Member does not pay such costs and expenses, such costs and expenses shall constitute a lien upon the property, and TSPOA may bring an action to recover costs and expenses, including legal fees. In addition, TSPOA may withhold or curtail services to the Member until the property, building, or structures cease to be dangerous or unsafe, and until all costs and expenses incurred by TSPOA have been reimbursed.
3. Additional Remedies of TSPOA. Notwithstanding the foregoing, TSPOA reserves the right to maintain any action or proceeding in law or in equity to prevent or remedy any violation or infraction of any portion of this section. These remedies shall be in addition to remedies enumerated herein.

## **XXIII PROPERTY MAINTENANCE**

1. Member's Duty to Maintain Property. No Member shall maintain or permit any nuisance on his/her property, nor shall such Member keep or maintain such property in a manner causing substantial diminution in the value of the other properties in the neighborhood in which such property is located.
2. Yard Appearance. The unsheltered storage of old, unused, stripped, abandoned, junked, discarded and other automobiles which are not in good, safe, operating condition, whether or not the same may be registered or subject to registration as well as other items of personal property, including, but not limited to machines, implements, and/or equipment, and other items having little or no value, including, but not limited to lumber, junk, trash, debris, or abandoned, discarded or unused objects or equipment, such as furniture, stoves, refrigerators, freezers, cans or containers, and the scattering or keeping of, or the storage of the same over and on the Member's property is detrimental to the health, safety, general welfare, and property values of the TSPOA community and constitutes a detriment to the clean, wholesome, safe, and attractive environment that is important to the TSPOA community. Maintenance of a nuisance as described above shall constitute a dangerous or unsafe condition and is prohibited.

## **XXIV GRASS MOWING, WEEDS AND YARD MAINTENANCE**

1. Mowing. Yards and lawns should be maintained in a neat and orderly manner. Members are not to maintain on their lot any growth of grass or weeds over eight (8) inches, and such growth of grass or weeds shall constitute a nuisance injurious to the public interest and public health. TSPOA shall treat any such growth of grass or weeds as creating an unsafe condition. If a Member fails to maintain his or her lawn, TSPOA in its sole discretion, may hire someone to mow the lawn and then charge the homeowner the cost of such lawn care plus an administrative charge of \$50 per week.
2. Yard Maintenance. Shrubbery will be maintained in a neat and orderly manner and pruned on a regular basis. All toys and yard equipment must be picked up daily and stored out of sight from the street. Basketball goals are not allowed to be near the street. If a Member fails to arrange for the removal of dead or diseased trees from his or her lot after being given not less than thirty (30) days written notice, TSPOA, in its sole discretion, may contract to have such trees removed. In such event, the Member will be responsible for all charges related to removal of the trees plus an administrative charge in the amount of \$100.
3. Lawn Watering. Members should comply with TSPOA recommendations regarding the frequency of watering (i.e., no more frequently than every two days during the hottest part of the year

## **XXV LITTERING**

1. No Littering Permitted. No Member or resident shall throw or deposit litter on any property within TSPOA in a manner which is unsightly or detracts from the general appearance of the community or which tends to create a danger to public health, safety or welfare. If a Member or resident fails to maintain his/her property free of litter or causes or allows his/her property to be in a condition which is unsightly or detracts from the general appearance of the TSPOA community or tends to create a danger to public health, safety or welfare, TSPOA shall treat the above as an unsafe condition. Members shall be responsible for the acts and omissions of occupants of their property, including tenants and invitees.

## **XXVI TERMINATION OF ASSOCIATION SERVICES**

1. If a Member is not current in payment of all TSPOA dues, fees and/or assessments, including fees resulting through the enforcement provisions contained herein, or if the Board determines that a Member has not complied with any provision of the Governing Documents, TSPOA may discontinue TSPOA services (e.g. water supply) until all arrears are paid and there has been full compliance. If a specific action is required of a Member as a result of the enforcement provision contained herein, such services may be discontinued until there has been remediation, correction, and full compliance therewith.
2. Before TSPOA discontinues supplying water to a Member, TSPOA shall, by certified mail and first class mail, advise the Member of the proposed discontinuance of the water supply, the date of

termination of such service, and give the Member at least five days to satisfy any arrears or complete the repair or take the directed action.

## **XXVII NO TEMPORARY STRUCTURES, TENTS OR CAMPERS**

1. No trailers, tents or temporary structures shall be located or maintained on Member properties without written consent of Taconic Shores Property Owners Association, Inc. For this restriction a trailer or mobile home is defined as any building or structure which is less than 20 feet in width, pre-built at a location other than this property, equipped when delivered with axles and wheels and capable of being towed and moved by another vehicle. Units known as "campers", "land yachts", "land cruisers" and similar vehicles, whether self-propelled or not, are included in the intent of this restriction.
2. The TSPOA hereby provides written consent to temporarily locate a camper for no more than 72 consecutive hours for the sole purpose of preparing the camper for a trip or cleaning a camper following a trip. The office must be notified of the exact dates the camper will be located on Member property at least 5 days in advance.
3. Members may apply to locate on their property for no more than 72 consecutive hours one (1) recreational tent with a capacity of six (6) people or less. Such application must include the exact dates the member proposes to erect the tent and must be filed no less than five (5) days prior to the first date a member proposes to erect it. Tents are not to be used as a continuous living space. Tents must be taken down when the threat of a high wind exists. Members who erect tents may be liable for any damage their tents cause to the properties of other members or any TSPOA facility, including Robinson Pond. Permission to erect a tent will not be granted to members when their properties are rented to non-members and any permission granted to a member does not extend to non-members.

## **XXVIII TSPOA SOLAR PANEL REGULATIONS**

1. Applicants must submit a TSPOA Building permit for approval.
2. Applications must include plans or pictures of the proposed system.
3. Installation must be by a licensed contractor.
4. Homeowners must obtain any required Town permits, utility inspections, and/or Certificates of Compliance.
5. Only roof-top flush mounts shall be permitted on the roof of a house, garage or shed.
6. No tilt mounts, ground, or pole mounts will be permitted.
7. Racking, mounts, conduit wires, and inverters shall not be visible from the ground.
8. Panels should be laid in one continuous array in line with the roof geometry of the home. Where the roof geometry may not allow for a continuous block, a symmetrical arrangement should be made.

9. Portable solar panels, used to power generators, may only be placed on the ground of a member's property for the duration of a loss of power.

## **CONCLUSION**

If we all observe these rules and regulations and help our neighbors to do the same, this will serve as the foundation for a rewarding life in a friendly and highly supportive community. It is to this end that the Board, after careful review and consideration, has approved these rules.

**TRANSFER CERTIFICATION**      **Address of Property being acquired** \_\_\_\_\_

As a party interested in acquiring real property governed by the Taconic Shores Property Owners Association, Inc. (“TSPOA”) and in accordance with Rule XV Section 5 of the rules and regulations, I certify the following to be true and accurate: 1. I have been provided with a copy of the rules and regulations’ restrictions, conditions and covenants; by-laws; and certificate of incorporation referred to collectively in the rules and regulations and in this declaration as the “Governing Documents”; 2.I have read the Governing Documents and I agree to abide by them if and when I become a Member of the TSPOA by acquiring any real property governed by the TSPOA; and 3. I understand that I may obtain a current copy of the Governing Documents on the TSPOA’s website, taconicshores.org; from TSPOA’s office, 53 Lake Shore Drive, Copake, NY 12516 during normal business hours; or by mail upon written request to the TSPOA Office.

Without limiting my obligations with respect to the Governing Documents in their entirety, by initialing each rule below I acknowledge I have read and understand my responsibilities with respect to such rules and regulations.

<u>Rules</u> <i>(the summary that follows the rule is intended only to provide certain highlights and does not modify the rule as stated in the rules and regulations)</i>	<u>Initials</u>
<b>Rule II 4.</b> Requires all Members <b>must maintain current contact information in the office</b> and register at a minimum at least one telephone number in the Alert System.	
<b>Rule V</b> requires registration of any permitted boat with the TSPOA and to ensure if it has been used in any other waterway that it is washed before being used in Robinson Pond.	
<b>Rule VI</b> prohibits the use of phosphorous and nitrogen in fertilizers and any household products containing phosphates by ALL Members and Members with lake front property must have a vegetation barrier and maintain the shoreline up to 20 feet into the water.	
<b>Rule IX</b> provides that motor vehicles in the common areas will be towed at owner's expense if they do not have a TSPOA Member or Guest tag prominently displayed; most vehicles which do not require a license to operate or are of a vehicle type that must be registered by NY DMV are not permitted on TSPOA roads; and commercial vehicles, trailers, landscaping and construction equipment are not permitted to be stored on TSPOA property unless they fall into an exception such as they are stored in a manner not visible to the community.	
<b>Rule XI</b> requires each Member to have their septic system pumped and inspected every 5 years and to promptly fix any problems discovered by an inspection.	
<b>Rule XIV RENTALS</b> contains requirements all Members must follow if they wish to rent their property. Office must be notified if you intent to rent your property.	
<b>Rule XV</b> contains the requirements a Member must follow to sell or otherwise convey TSPOA property.	
<b>Rule XXI</b> requires Members to obtain written approval from the Board prior to any construction, exterior alterations, new structures or additions to structures and if any of this is within 100 feet of the lake, the member is required to obtain required approvals from NY DEC. <b>There is a \$500 assessment for failure to comply with this requirement.</b>	
<b>Rules XX and XXVI</b> contain enforcement provisions including in some circumstances the termination of services provided by the TSPOA including discontinuance of the supply of water by the TSPOA.	

Print Name(s) of Acquiring Party \_\_\_\_\_  
 Current Address of Acquiring Party \_\_\_\_\_  
 \_\_\_\_\_  
 Home Phone Numbers (s) (Landline) \_\_\_\_\_  
 Cell Phone Number (s) \_\_\_\_\_  
 Email Addresses \_\_\_\_\_  
 Signature of Acquiring Party (ies) \_\_\_\_\_  
 Date signed \_\_\_\_\_  
 Estimated Date of Conveyance (Closing) \_\_\_\_\_

ATTACHMENT B to the Rules and Regulations

MEMBER RENTAL PROPERTY REGISTRATION FORM

Lot # \_\_\_\_\_

Property Owners Name (s): \_\_\_\_\_

Street Address of Rental Property: \_\_\_\_\_, Copake, NY 12516

Owners Address: \_\_\_\_\_

\_\_\_\_\_

Type of Rental:

Short Term (< 1 year) \_\_\_\_\_ Long Term (Yearly Lease or longer) \_\_\_\_\_

As the owner(s) of the above referenced property ("Property"), I(we) have read and agree to abide by Rule XIV in its entirety as it relates to the rental of property within the TSPOA. I (we) agree that prior to the first rental of this Rental Registration Period I will pay to the TSPOA an administrative fee of \$100.00 for rental periods one year or longer or \$200 for rental periods less than one year and sign the Indemnification and Hold Harmless Agreement for Rental of Homeowner(s) Property. I (we) understand that the administrative fee is a recurring annual fee in January. I (we) agree to provide the TSPOA office with a completed and signed RENTERS AGREEMENT in the form of Attachment C to the Rules and Regulations prior to each rental of the Property. I(we) agree to pay an assessment to the TSPOA for each rental entered into that does not comply with the requirements of the Rule XIV in the amount of \$100.00 for the first violation, \$250.00 for the second violation and \$500.00 for any subsequent violations.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Member Landlord's Telephone Number: \_\_\_\_\_

Member Landlord's email Address: \_\_\_\_\_

Attachment C to the Rules and Regulations

RENTER'S AGREEMENT

Name of Renter (s): \_\_\_\_\_

Age (must be 18 years old or older): \_\_\_\_\_ # of occupants: \_\_\_\_\_

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

Mobile Telephone Number (s): \_\_\_\_\_

Vehicle Information for all vehicles used at the TSPOA

Color:            Year:            Make:            Model:            License Plate Number:

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

The undersigned "Renter" is renting property, address \_\_\_\_\_, Copake, New York (Lot # \_\_\_) which is located within Taconic Shores Property Owners Association, Inc. ("TSPOA"), a private nonprofit homeowner' association. In consideration of TSPOA permitting the Renter to use TPOA's Common Areas (as defined in the Rules and Regulations of TPSOA) which can be obtained from the TSPOA office or found under Governing Documents (found on the TSPOA) website, taconicshores.org). Renter hereby agrees as follows. I will abide by all the rules and regulations of the TSPOA while renting property in the TSPOA. I acknowledge the Rules and Regulations include but are not limited to the following:

1. Members and their guests may use the Lake, beach areas, and all other Common Areas at their own risk, in accordance with these Rules and Regulations and all applicable laws and regulations. No lifeguards or other supervision will be provided at any beach or boat launch.
2. The presence of a red flag indicates that the Lake is not safe for swimming or entering onto the ice. The presence of a green flag indicates that the Lake is safe for swimming in the designated area. Prior to swimming in the Lake, each Member is responsible to make reasonable inquiry and make his or her own decision whether to swim in the lake.
3. No Member, resident, or any other individual may use or possess fireworks, or illegal drugs and/or substances on any common area within TSPOA Property, including but not limited to, the Lake, beaches, boat launches and lakefront. No Member, resident, or any other individual may use or possess alcoholic beverages on property owned by TSPOA, including, but not limited to, beaches and boat launches.
4. All boats shall be registered with TSPOA by a Member before use on the Lake. A decal permit will be issued by TSPOA which is to be affixed to the boat by the Member. Only boats owned by Members are permitted on the Lake. (ABSOLUTELY NO OUTSIDE BOATS OR WATERCRAFT ALLOWED AS THEY MAY TRANSMIT INVASIVE SPECIES INTO THE LAKE)



5. The speed of boats shall not exceed ten (10) mph. All boats shall reduce speed to five (5) mph when passing swimmers, approaching docks, landings or beach areas or any non-motorized watercraft. Boats going around the "moat" of the Island and/or under the bridge to the Island must slow to no more than 5 miles per hour.
6. Motor vehicles in the common area parking lots will be towed if they do not have a TSPOA Member of guest tag prominently displayed in the vehicle. Between November 1<sup>st</sup> and April 15<sup>th</sup>, motor vehicles may not be parked on any road owned by TSPOA. Motor vehicles parked on TSPOA roads during this period will be towed at the owner's expense.
7. Notwithstanding any provision contained in any portion of these Rules and Regulations, no person shall operate a motor vehicle upon any of the roads owned by TSPOA if such vehicle is not required to be operated by a licensed driver and/or be registered by the New York State Department of Motor Vehicles. This shall include, but is not limited to go-karts, dirt bikes, mini-bikes, and the like. This prohibition shall not apply to an operator who operates motorized wheelchairs, mobility scooters, or similar devices out of medical necessity.
8. Except as otherwise provided herein, no tobacco use shall be permitted on the property owned by TSPOA, including, but not limited to, all Common Areas, beach areas, the beach house, etc. TSPOA shall post notices to such effect and establish a schedule of fines for non-compliance. TSPOA may designate specific smoking areas proximate to the beach house and mark such areas with appropriate signage. Members shall be responsible if their guests or renters violate this prohibition.
9. Being thoughtful of one's neighbors is especially important in a community such as TSPOA. Loud noises from televisions, stereo equipment, musical instruments, annoying pets, and other disturbances should be avoided at all times, especially between the hours of 11:00 pm and 8:00 a.m. There is a noise curfew of 11:00 p.m. No loud noises are permitted any day prior to 8:00 a.m. Please respect your neighbors and keep noise to reasonable levels.
10. Aircraft Prohibited. No aircraft (including drones) may take off or land within TSPOA.

The Renter agrees to release, indemnify and hold harmless the TSPOA from any liability, losses or other damages arising out of or related to the rental of the property or the acts or omissions of the Renter.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dates of Rental

Restrictions, Conditions and Covenants  
Pertaining to the lands controlled And  
supervised by  
TACONIC SHORES PROPERTY OWNERS ASSOCIATION, INC.

Part I  
General Provisions

1. Except as otherwise specifically provided herein, and excepting those lots which have heretofore been designated by the Taconic Shores, Inc. for business, recreation or commercial purposes on maps filed in the Columbia County Clerk's office or which may hereafter be approved by Taconic Shores Property Owners Assoc. Inc. and its members for recreation, sales or services, storage of equipment, or other community purposes, the premises hereby conveyed shall be used exclusively for residential purposes and no structures of any type other than one single family dwelling and one attached garage shall be erected on any one lot. The dimensions of any such garage shall be subject to prior approval by Taconic Shores Property Owners Assoc. Inc. and no such garage shall be erected except simultaneously with or subsequent to the erection of such dwelling and shall not at any time be used for living or sleeping purposes without the consent of Taconic Shores Property Owners Assoc. Inc. Accessory structures such as, but not limited to, docks, satellite antennae (dishes), patios, tool sheds, etc., may not be installed except by application to and prior written approval of Taconic Shores Property Owners Assoc. Inc.
2. No building shall be erected, constructed or moved on said land unless built of solid permanent materials. Wood exteriors shall be stained or painted with two coats of stain or paint. Concrete block or similar exteriors shall be painted above the basement or foundation level with two coats of paint. No structure shall have tarpaper, roll brick siding or other siding of tar or asphalt content or materials of similar appearance on the outside walls. No trailers, tents or temporary structures shall be maintained on the said land without written consent of Taconic Shores Property Owners Association, Inc. For the purpose of this restriction a trailer or mobile home is defined as any building or structure which is less than 20 feet in width, pre-built at a location other than this property, equipped when delivered with axles and wheels and capable of being towed and moved by another vehicle. Units known as "campers", "land yachts", "land cruisers" and similar vehicles, whether self-propelled or not, are included in the intent of this restriction.
3. No privies or outside toilet facilities shall be constructed or maintained on the land.
4. No waste shall be permitted to enter Robinson Lake and all sanitary arrangements must be inspected and approved by local or state health officers before any septic tanks are installed or before any sanitary construction is started.
5. No residence of less than 800 square feet on the ground floor shall be erected, constructed, moved, or maintained on any one lot, excluding porch area and/or any attached garage. NO residence of more than one story above the ground or first floor shall be erected, constructed or moved on any lot without prior written consent by Taconic Shores Property Owners Association Inc., in its sole and reasonable discretion.
6. Taconic Shores Property Owners Association, Inc., for itself, its successors, assigns or licensees, reserves the right to install and service electric and telephone lines and poles and supports incident thereto, gas and water mains over and upon said land and the grantee or grantees or their successors in title waive all rights for damages caused by any installation, construction or service, unless such damages are caused by willful negligence, and reserves the right to go upon said land for such purposes.

7. No animal or fowl shall be kept or maintained on said land except customary household pets.
8. Taconic Shores Property Owners Assoc. Inc., for itself, its successors, assigns and licensees, reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said land.
9. Taconic Shores Property Owners Assoc. Inc., for itself, its successors, assigns and licensees, reserves title and ownership to all streets and ways developed or to be developed at Taconic Shores and also reserves for itself, its successors and assigns, the fee to all land in the bed of the water of Robinson Lake. (Note: The roads, Robinson Lake, the beaches, the boat docks, the recreation areas and certain other properties were conveyed to Taconic Shores Property Owners Assoc. Inc. by deed dated March 18, 1960.)
10. No noxious or offensive trade or activity shall be carried on any lot or tract (whether a residential lot or a lot or tract designated for recreational purposes), nor shall anything be done thereon which shall be or become an annoyance or a nuisance to the neighborhood, without limiting the generality of the foregoing, no alcoholic beverages shall be sold on any lot or tract, no building on any lot or tract shall be operated for profit or compensation as a hotel, rooming house, guest house or camp and no lot or tract owner shall undertake on a commercial basis to permit persons to use such land for living or recreational purposes or to use Robinson Lake or any of the facilities owned by Taconic Shores Property Owners Assoc. Inc., provided, however, that these restrictions shall not prohibit the bonafide leasing of an entire lot or tract for a specific period of time, including the right of the tenant and his immediate family to use Robinson Lake and the other facilities of Taconic Shores Property Owners Assoc. Inc. upon compliance with its rules and regulations.
11. Taconic Shores Property Owners Assoc. Inc. reserves the right from time to time to amend, alter or enlarge upon any and all of the restrictions contained herein. Taconic Shores Property Owners Assoc. Inc., further reserve the right to make further restrictions as to requirements for any buildings to be erected hereon, sanitary facilities, roads, utilities and any and all other improvements. In no event will Taconic Shores Property Owners Assoc. Inc. unless required to do so by public authority, alter or enlarge upon any and all of the restrictions contained herein so as to affect any specific lot, after plans are filed for construction of the building or improvement from such lots conforming to existing restrictions or, if filing of plans is not required by local law, after such building or improvements on such lot are commenced in conformity with existing restrictions.
12. These restrictions shall be considered as covenants, running with the land, and shall bind the purchasers and their heirs, executors, administrators and assigns. If the parties hereto or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall then be lawful for any person or persons owning any lots in the subdivision in which the said lot is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions, and either to prevent him or them from so doing, or to recover damages for such violations. Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.
13. No signs shall be displayed on any lot or building except on written permission from Taconic Shores Property Owners Assoc. Inc.
14. Building lines, plans and specifications of building materials of any structures, including docks and piers, to be erected, constructed or moved upon such land and all additions to or alterations of existing structures,

and all sanitary arrangements shall be subject to prior approval and upon completion, to subsequent inspection and approval by Taconic Shores Property Owners Assoc. Inc. Such approvals shall be governed by the restrictions and conditions herein contained and by the set back requirements, sanitary system requirements and other restrictions and requirements set forth on the map or maps heretofore filed by Taconic Shores, Inc. with respect to the premises in question. Construction shall not be commenced prior to the issuance of a building permit by Taconic Shores Property Owners Assoc. Inc. evidencing approval of plans, specifications and locations of the structures. Construction must be started within one (1) year of the issuance of the building permit, otherwise the permit lapses; and construction must be completed in accordance with the permit. No building or structure shall be maintained or shall be permitted to remain on said land unless a Certificate of Completion shall have been issued by Taconic Shores Property Owners Assoc. Inc. and a Certificate of Occupancy is issued by the Town of Copake, with respect to such building structure evidencing approval of the completion of such building or structure pursuant to this paragraph. A lot owner may use an incomplete dwelling for living and sleeping purposes while such dwelling is in bona fide actual process of constructions, provided, however, that an incomplete dwelling shall not be used for living or sleeping purposes where construction has ceased for any substantial period of time.

15. Violations of any restriction or condition or the breach of any of the covenants and agreements herein contained shall give to Taconic Shores Property Owners Assoc. Inc. the right to go to court to secure any remedy to enforce compliance with said restrictions.
16. All of the restrictions or conditions, covenants and agreements contained herein shall continue until January 1<sup>st</sup>, 2008, and may, as then in force, be extended from that date for a period of ten years and thereafter for successive periods of 10 years without limitation by the assent, evidenced by appropriate agreement entitled to record, of the owners of two-thirds in area of the property described in said deed, exclusive of streets, private lanes and parks, private or otherwise.
17. The provisions herein contained shall bind and inhere to the benefit of and be enforceable by Taconic Shores Property Owners Assoc. Inc., its successors and assigns, or by the owner or owners of any property described in said deed, their legal representatives, heirs, successors and assigns, and the failure of Taconic Shores Property Owners Assoc. Inc., or any property owner to enforce such restrictions, conditions, covenants and agreements herein contained, shall in no event be deemed a waiver of right to do so thereafter.
18. Use of the roads, streets and ways at Taconic Shores now owned by Taconic Shores Property Owners Assoc. Inc. and of Robinson Lake and the appurtenant beaches, parks, playgrounds, boat docks, and other properties now owned by Taconic Shores Property Owners Assoc. Inc. shall be subject to regulation pursuant to rules and regulations adopted from time to time by the Taconic Shores Property Owners Assoc. Inc. for purposes of safety, privacy and preservation, maintenance and improvement of such roads and facilities. Taconic Shores Property Owners Assoc. Inc. may require that persons, vehicles and boats using such roads, lake or other facilities be identified by membership cards, guest cards, decals, stickers or other appropriate means and may exclude therefrom any other persons, vehicles or boats not possessing such identification pursuant to the rules and regulations adopted with respect thereto. Taconic Shores Property Owners Assoc. Inc. may require permits for use of the roads by commercial vehicles and construction equipment, may make nominal charge therefore and may exclude commercial vehicles or construction equipment not possessing such permits or not complying with the rules and regulations governing use of the roads by such vehicles and equipment.
19. Where it appears that strict compliance with the building restrictions herein contained will prove to be

impractical on a particular lot or where it appears that undue hardship would otherwise result from insistence upon such strict compliance, Taconic Shores Property Owners Assoc. Inc. may issue a written variance permitting the erection of a structure which would not otherwise fully comply with the building restrictions herein contained. The due issuance of such variance shall effectively waive compliance with these building restrictions to the limited extent provided in the variance.

20. In the event that the meaning of applicability of the restrictions and other provisions herein contained should appear to be doubtful in any particular situation, the same shall be liberally construed to carry out the purposes of preserving the nature and character of the properties at Taconic Shores as a private and self-contained residential community governed so far as possible by the property owners themselves through the instrumentality of the Taconic Shores Property Owners Assoc. Inc. of protecting the beauty of the community and the health and safety of its resident and of reserving property values.
  21. No hunting or firing of firearms for any purpose whatsoever is permitted within the confines of Taconic Shores.
  22. The drilling or digging of individual wells within the Taconic Shores Development is hereby prohibited and all facilities requiring water supply shall be required to use the existing water system in accordance with the present rules and regulations governing the same. Any wells found dug without authorization shall be capped at the owners' expense.
  23. All lots and tracts, and the exteriors of all structures erected thereon, shall be maintained in a neat, clean and hygienic manner. Only items designed and intended by their manufacturers for outdoor use shall be maintained upon the property in such a manner that they, or their coverings, are visible to persons not on the lot or tract. Such items include, but are not limited to, boats, licensed automobiles, outdoor furniture, planters and barbeque equipment. Where TACONIC SHORES PROPERTY OWNERS, INC. deems there to be a violation of this restriction, it shall serve a written notice of violation, in person or by first class mail, upon the owner(s) of the lot or tract in question; together with a notice that the owner(s), no later than fourteen (14) days after service of the notice, may request a hearing before the Board of Directors. Should the violation not be remedied within fourteen (14) days of service of the notice of violation, or, if a hearing has been requested in a timely manner, within fourteen (14) days of a finding by the Board of Directors, after a hearing, that a violation exists, a charge of five (\$5.00) dollars per day until such a remedy is effected shall be added to and become part of the annual fees assessed said lot or tract pursuant to Section IV of the TACONIC SHORES PROPERTY OWNERS ASSOCIATION, INC. BYLAWS, and in addition, TACONIC SHORES PROPERTY OWNERS ASSOCIATION, INC. may avail itself of the remedies provided for in Section 15 hereof. Should the Board of Directors determine that undue hardship would result from correction of the violation, the Board shall issue a written variance.
-

Part II Building  
Specifications

The following building restrictions pertain to all premises of Taconic Shores:

1. Minimum Building Set Back from Front Line: 25 feet
2. Minimum Building Set Back from Rear Line: 10 feet plus area required for sewage disposal layout (see individual maps for detailed requirements as to sewage disposal layout).
3. Minimum Building Set Back from Sides: 8 feet
4. Minimum Width of Lot: 50 feet (see below) Lots  
514, 535, 536, 537 & 538: 60 feet
5. Minimum Length of Lot:

Maps 1, 2, 3, & 6 (Lots 1-369)

- |                        |                 |
|------------------------|-----------------|
| (a) Shore Front Lots:  | <u>150 feet</u> |
| (b) Real Lots:         |                 |
| Two or fewer bedrooms  | <u>100 feet</u> |
| Three or more bedrooms | <u>150 feet</u> |

Note: Lots 339 & 345 are limited to two bedroom houses.

Map 4 (Lots 370-420; 438-480)

- |  |                             |
|--|-----------------------------|
| (a) Lots 370 through 420                                 |                             |
| Two or fewer bedrooms                                    | <u>126 feet</u>             |
| Three or more bedrooms                                   | <u>140 feet</u>             |
| Four bedrooms  | <u>145 feet</u>             |
| (b) All other lots                                       | <u>100 feet</u> (see below) |
| (Four bedroom houses on<br>Lots 445-448, 459-463 require | <u>105 feet</u> )           |

Note: Lots 442, 443, 444, 450, 451, 458 & 464 are limited to three bedroom houses.

Map 5 (Lots 421-438; 481-538)

- |   |                 |
|---|-----------------|
| (a) Lots 526 through 531  | <u>150 feet</u> |
| (b) Lots 514, 535, 536, 537, 538  | <u>60 feet</u>  |
| (see note as to increased minimum width of these Lots: Lot 537 is limited to two bedroom house, Lot 538 is limited to three bedroom house.) |                 |
| (c) All other lots  |                 |
| Shore Front   | <u>160 feet</u> |
| Back Lots   | <u>110 feet</u> |

Map 7 (Lots 539-586; 600-618)

- |                          |                 |
|--------------------------|-----------------|
| (a) Lots 613 through 618 | <u>150 feet</u> |
| (b) All other lots       |                 |
| Shore Front              | <u>145 feet</u> |
| Back Lots                | <u>105 feet</u> |

Map 8 (Lots 587-599; 619-668)

Minimum length limited to lot sizes as shown on map.

6. Before installation or replacement, all septic systems must be approved by the Columbia County Department of Health. The minimum septic capacity must be 900 gallons.

7. Dry wells, except for use with roof drains, shall not be constructed in Taconic Shores, upon advice of the Columbia County Board of Health.
8. No house shall be placed within 50 feet of the lake.
9. Backfilling and grading on a new home shall be completed, and outside walls painted, stained or covered with approved siding, not later than one (1) year after start of construction.
10. Garages must be attached to main dwelling either by being part of main dwelling or attached by common roof. A variance may be obtained from Taconic Shores Property Owners Association.
11. A check valve must be installed in the water system of all new homes. No water connections will be made from November 1 through April 15 of the following year.
12. Fence installations shall not be more than four (4'0") feet in height, and any intended deviation must be approved by the Board of Directors.
13. Installation of swimming pools, above or below ground, are not allowed.
14. Chimneys shall be faced with brick or stone with fireproof construction, not less than two (2) feet above the peak of the roof and not more than three (3) feet.
15. A utility shed shall be no larger than 120 square feet and no higher than nine (9) feet at the peak, and must be built on a solid foundation.

BY-LAWS OF TACONIC SHORES PROPERTY OWNERS  
ASSOCIATION, INC.

Article 1  
Membership and Meetings

Section I: The following shall be the By-laws of Taconic Shores Property Owners Association, Inc; a corporation organized under the Not- For-Profit Corporation Law of the State of New York, and hereinafter called the Corporation. The principal office of the Corporation shall be located at Lake Shore Drive, Town of Copake, County of Columbia and State of New York.

Section II: Membership

A member shall be an individual or corporation who is an owner of record of lots or tracts designated on the maps of Taconic Shores, Inc., as filed in the office of the Columbia County Clerk at Hudson, New York.

Section III:

Except as may be otherwise provided by law, or by the Certificate of Incorporation, or by these by-laws, the number, qualifications, rights, privileges, fees, responsibilities and terms of membership as well as the provisions governing withdrawal, suspension and expulsion from membership shall be determined by the Board of Directors and shall be set forth in the rules and regulations of the corporation. Except as may otherwise be required by law, the sole voting power shall be vested in the members in good standing. Members not in good standing shall not be entitled to vote, and they shall not be entitled to receive notices of any meeting or to participate therein.

Except as may be otherwise required by law, or by the Certificate of Incorporation, or by these by-laws, any right of voting members to vote and any right, title, and interest of any member in or to the corporation, and its properties and franchises, shall cease and divest on termination of his or her membership.

Section IV: Meetings

- (1) **Annual Meetings.** The annual meeting of the members of the corporation shall be held at the principal office of the corporation, or at such other place within the State of New York, as may be determined by the Board of Directors. The Annual Meeting shall be held on the second Saturday in the month of August of each year, or on such other date and time determined by the Board of Directors for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting. At each annual meeting, the directors shall cause to be presented to the meeting, a report verified by the president and the treasurer, or by the majority of the directors, in accordance with the requirements of section 519 of the Not- For-Profit Corporation Law.
- (2) **General Meeting.** A general meeting of the members shall be held at the principal office of the corporation, or at such other place within the State of New York as may be designated by the Board of Directors on the third Saturday in April, or if the Easter and Passover holidays fall on the same weekend, the subsequent Saturday for the purpose of voting on the budget, nominating directors, and such other business as may be properly brought before the meeting.



BY-LAWS (continued)

(3) **Informational meetings** shall be held the third Saturday in June and October.

Section V:

Notice of the purpose or purposes and of the time and place of every meeting of members shall be in writing, and signed by or in the name of the president or vice-president, or the secretary or an assistant secretary and a copy thereof shall be served either personally or by mail, not less than ten nor more than 50 days before the meeting, upon each member entitled to vote at such meeting. Such further notice shall be given as may be required by law. Except as otherwise expressly provided by statute, all members shall be informed. All meetings of members may be held without completing such requirements if waived in writing by the person or persons entitled to such notice, or entitled to participate in the action to be taken or by his attorney in fact.

Section VI: Twenty-five percent of all of the votes entitled to be cast at a meeting, in person or by written ballot shall, except as otherwise provided by law or the Certificate of Incorporation, constitute a quorum at all meetings of the members; or if there be no such quorum, a majority of votes so present may adjourn the meeting from time to time, without further notice.

Section VII: Meetings of the members shall be presided over by the president, or if he or she is not present, by a vice-president, or if neither the president, nor a vice-president is present by a chairman to be chosen at the meeting. The secretary of the corporation, or in his/her absence, an assistant secretary, shall act as secretary of every meeting. If neither the secretary nor an assistant secretary is present, the meeting shall choose any person to act as secretary of the meeting.

Section VIII: Each member in good standing shall be entitled to one vote, except that if one member owns property in two or more separate districts or sections, each of which is entitled to elect a member of the Board of Directors, such member shall be entitled to one vote for a member of the Board of Directors from each such district or section. For this purpose a member is defined as a person who owns property in Taconic Shores, or two or more persons who own such property jointly. The size or number of lots owned will not affect the voting power of a member except, as noted above, when properties are owned in more than one district or section.

At all elections of directors the voting must be by secret and sealed written ballot, presented by the member at the meeting or mailed to the President, and all mailed ballots must be received by the president post marked at least forty-eight hours prior to the election. The President or designee shall remain custodian of the mailed ballots until they are given to the inspectors of election at the annual meeting. Furthermore, no voting rights or membership will be recognized for any lots or properties owned by Taconic Shores Property Owners Association Inc. Corporations entitled to vote as members may cast their vote either by their president or vice-president, treasurer or secretary, in the order named. Persons not nominated at the April meeting may be nominated in writing by 2 eligible members and submitted to the President no later than July 1<sup>st</sup>.

BY-LAWS (continued)

Until it has been given to the inspectors of election, every ballot shall be revocable at the pleasure of the member executing it or his or her personal representatives.

At all elections of directors, or in any other case in which inspectors may act, two inspectors of election shall be appointed by the chairman of the meeting, except as otherwise provided by law. The inspectors of election shall take and subscribe an oath faithfully to execute the duties of inspectors at such meetings, with impartiality, and shall take charge of the polls, and after the vote shall have been taken, shall make a certificate of the result thereof, but no director or officers or candidate for such office shall be appointed as such inspector. If there be a failure to appoint inspectors or if any inspector appointed be absent or refuse to act, or if his office becomes vacant, the members present at the meeting by a per capita vote, may choose the required number of temporary inspectors.

Section IX: Members in good standing shall be entitled to vote at every meeting. Members in good standing are those who have fully paid all applicable dues, fees, assessments and other charges due to the Association by the end of the prior fiscal year or have entered into an agreement for such payment which has been approved by the Board of Directors.

Article II  
Directors

Section I: The property and business of the corporation shall be managed by its Board of Directors consisting of not less than three nor more than nine directors.

The Board of Directors shall consist of nine members: from each of the following sections and districts (Directors-at-Large)

Section I -	Lots 1 to 43 and 100 to 176, Tract #3
Section II -	Lots 44 to 99 and 177 to 269
Section III -	Lots 271 to 352
Section IV and V -	Lots 353 to 420 and 438 to 480 and Tracts #1 and #5
Section VI -	Lots 421 to 437 and 481 to 538 and in addition from Section 7 Lots 539 to 550
Section VII and VIII -	Lots 551 to 598, 600 to 668 and Tract #2
District I -	Section 1, 4, and 5
District II -	Section 2 and 3
District III -	Section 6, 7, and 8

The present board as it existed on the date of the enactment of these by-laws shall continue to serve for the balance of their terms. All members of the board subsequently elected will serve for a period of three (3) years.

BY-LAWS (continued)

If no member of a section or district wishes to run, any member of the association in good standing may do so. Only members of the said section or district may vote for this director.

Terms of directors are to be staggered in such a manner that three are elected each year.

Each director shall be a member of the association in good standing during his or her directorship or shall be an officer or director of a corporation, which is a member of the association.

No officer or director shall be compensated for the performance of his/her office or service to the corporation.

Section II: Quorum

A majority of the members of the Board of Directors, acting at a meeting duly assembled, shall constitute a quorum for the transaction of business. But if at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present shall adjourn the meeting.

Section III: Removal

- (1) At any special meeting of the members, duly called as provided in these by-laws any director or directors may, by the affirmative vote of three-fourths (75%) of all of the votes of members entitled to vote for the election of such directors, be removed from office, either with or without cause, and his successor or their successor may be elected at such meeting or the remaining directors may, to the extent vacancies are not filled by such election, fill any vacancy or vacancies created by such removal.
- (2) However, absence of a director for four regular board meetings during the period of one year from the first meeting of the newly elected board shall be considered good cause for removal, and a majority of the remaining directors present at the meeting may, if no valid excuse be found for such absences, appoint a successor to fill the vacancy created by such removal until the next annual election of directors. The replacement director shall be selected from the same section, if possible, from which the removed director was elected.

Section IV: Vacancies

In case one or more vacancies shall occur in the Board of Directors, by reason of death, resignation or otherwise, except insofar as otherwise provided in the case of a vacancy or vacancies occurring by reason of removal by the members or Board of Directors, the remaining directors, although less than a quorum, may, by a majority vote, elect a successor, or successors, for the unexpired term or terms. A vacancy in the Board of Directors shall be deemed to exist whenever the directors increase their number by an amendment to these by-laws or whenever the members shall fail to elect directors. A timely written notice of vacancy is to be made to members of the district involved with a request for recommendations to fill the unexpired term. If no one in the section will serve, then any other member in good standing may be selected.

BY-LAWS (continued)

Section V: Meetings

Meetings of the Board of Directors shall be held at such place within the State of New York, as may from time to time be fixed by resolution of the Board of Directors, or as may be specified in the notice of the meeting. Regular meetings of the Board of Directors shall be held at such times as may from time to time be fixed by resolution of the Board of Directors, and special meetings may be held at any time upon the call of the president or any vice-president, or the secretary or any director by oral or written notice, duly served on or sent or mailed to each director not less than two days before such meeting. A meeting of the Board of Directors may be held without notice immediately after the annual meeting of members, at the same place, at which such meeting is held.

Section VI: Committees

The Board of Directors shall by the affirmative vote of a majority of the whole board appoint the following standing committees: Executive, Finance and Budget, Building, Maintenance, and Lake. Other ad hoc committees may be appointed by the board as the need arises.

Notice need not be given of regular meetings of the Board of Directors held at times fixed by resolution of the Board of Directors. Meetings may be held at any time without notice if all the directors are present, or if at any time before or after the meeting, those not present waive notice of meeting in writing.

The Executive Committee shall be composed of three or more members of the Board.

All committees other than the Executive Committee shall be composed of at least one but no more than two, members of the board, one of whom shall serve as chairman. Two or more members shall be chosen from the general membership.

A majority of any such committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board of Directors shall have power at any time to fill vacancies in, to change the membership of, or to discharge any such committee.

The President of the Board is an ex-officio member of all committees.

Section VII: Indemnification

A Director or Officer of the Corporation, his testator or intestate, made or threatened to be made a party to an action or proceeding other than one by or in the right of the corporation to procure a judgement in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, which any such director or officer served in any capacity at the request of the corporation by reason of the fact that he, his testator or intestate served such other corporation in any capacity, may be indemnified against judgements, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or any appeal therein if such Director or Officer acted in good faith, for the purpose which he reasonably believed to be in the best interest of the Corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. The termination of any civil or criminal action or proceeding by judgment, settlement conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that any such Director or Officer did not act, in good faith, for a purpose which he reasonable believed to be in best interests of the Corporation or that he had reasonable cause to believe that his conduct was unlawful.

BY-LAWS (continued)

In order to provide a basis for the operation of this Article, the TSPOA Board shall maintain in force at all times an appropriate insurance policy.

Article III  
Officers

Section I: The Board of Directors, as soon as may be after the election thereof held in each year, shall elect a president, one or more vice-president(s), a secretary, and a treasurer, and from time to time may appoint such assistant secretaries, assistant treasurers, and such other officers, agents and employees as it may deem proper. The office of secretary and treasurer may be held by the same person. All officers shall be chosen from among the directors.

Section II: Any officer may be removed from office, either with or without cause, at any time, by the affirmative vote of a majority of the members of the Board of Directors then in office. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors.

Section III: The officers of the corporation shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as from time to time may be conferred by the Board of Directors. The vice-president or vice-presidents, the assistant secretary or assistant secretaries, and the assistant treasurer or assistant treasurers shall, in order of their respective authorities, in the absence or disability of the president, secretary or treasurer, respectively, shall perform the duties of such officer and shall generally assist the president, secretary or treasurer, respectively.

Article IV  
Fees and Charges

Taconic Shores Property Owners Association, Inc. shall assess membership and other fees in such annual amount as the Board of Directors thereof shall determine. The Board of Directors may also levy, in any year, a special assessment applicable to that year only or over an extended period of years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement owned by the association. Notice of fees and assessments payable for any year shall be sent to all members on such date as may be determined by the Board of Directors, and any fees or assessments which remain unpaid beyond July first of the year for which they are assessed shall be delinquent and shall bear interest from the due date at a rate to be determined by the Board of Directors.

The Association may publish the name of the delinquent member. Any unpaid fees or assessments plus costs and reasonable attorney's fees shall become a lien upon the lot or lots against which they have been assessed, this lien may be filed by the association in the manner provided by law. Every such lien may be

BY-LAWS (continued)

foreclosed in any manner provided by law, and in addition the association shall have the right to pursue any other remedy available at law or in equity for the collection of a debt of such unpaid fees or assessments, interest, costs and reasonable attorney's fees against the delinquent member as on a personal obligation.

The Association shall upon demand at any time furnish a statement in writing signed by an officer of the association certifying that the fees and assessments on a specified lot have been paid or remain unpaid as of the date thereof. A reasonable charge may be made by the Board of Directors for the issuance of such certificates, and such certificates shall be conclusive evidence of payment of any fees or assessments therein stated to have been paid.

Where one member owns one or more adjoining lot or lots with no more than one house on such lot or lots, such member shall pay a single membership fee, plus a fee for each additional lot. Where a member owns a lot or lots which are unimproved and which are not adjoining that member shall pay a full membership fee for each such lot. Once a member pays a single membership fee plus a fee for an additional adjoining lot, should the member sell the adjoining lot, an additional fee in the amount equal to the difference of what was paid and would have been paid on a non-adjoining lot will be assessed for the lot. If the lots are in different names, even though they are adjoining, a single lot fee must be paid for each lot, and the lots may be sold separately. If a member shall have more than one house built on lots owned by such member, then he shall pay a membership fee for each such house. Where two or more members own one lot or one house jointly, such members shall pay a single membership fee and shall have one vote. Where a dwelling occupies more than one lot, the fee for each additional lot will apply even though said dwelling may be on a portion or all of such additional lot or lots.

Article V Fiscal Year

The fiscal year of the corporation shall begin on the first day in July in each year, and shall end on the thirtieth day of June, next following, unless otherwise determined by the Board of Directors.

Article VI Budget

The annual budget shall be prepared by the Board of Directors and submitted to the membership prior to March 1 and shall be voted upon at the April meeting. Any proposed changes to the budget, or exceptions to its provisions shall be submitted in writing to the President by any member at least 30 days prior to the meeting.

The operating budget shall include estimated income.

The capital budget shall include expenditures and sources of funds.

BY-LAWS (continued)

All supporting documents shall be available for inspection at the office by any member during normal business hours.

In the event the budget for the coming year is not adopted by the membership, the Board of Directors shall have the power to operate under the budget of the prior year until a new budget is adopted.

Article VII  
Corporate Seal

The corporate seal shall have inscribed thereon the name of the corporation, and the year of its incorporation and shall be in such form and contain such other words, and/or figures as the Board of Directors shall determine. The corporate seal may be used by printing, engraving, lithographing, stamping, or otherwise, making, placing, or affixing or causing to be printed, engraved, lithographed, stamped or otherwise made, placed, or affixed, upon any paper or document, by any process whatsoever, an impression, facsimile, or other reproduction of said corporate seal.

Article VIII  
Saving Clause

In the event that any article, section, sub-section, or part of these by-laws is declared unconstitutional, void, or in violation of the laws of the State of New York it shall affect only such article, section, sub-section or part and shall in no way affect the remainder of these by-laws.

Article IX

The authority for a parliamentary procedure for any meeting of the members of Board of Directors shall be "Robert's Rules of Order".

Article X  
Amendments

The By-laws or any amendments of them may be altered, amended, or repealed and new by-laws adopted by a majority of the members entitled to vote.

Notice of proposed changes and additions to the By-laws shall be sent to the membership at least one month prior to the meeting.

CERTIFICATE OF  
INCORPORATION OF TACONIC  
SHORES PROPERTY OWNERS  
ASSOC. INC.

Pursuant to the Membership Corporation Law

We, the undersigned, desiring to form a membership corporation, pursuant to the provisions of the Membership Corporation Law of the State of New York, do hereby certify:

First: That the name of the proposed corporation shall be Taconic Shores Property Owners Assoc. Inc.

Second: That the purpose for which this corporation is to be formed is: To acquire title to and hold private roads, rights of way, and other lands, as may be granted to it by deed or otherwise, for the benefit of all of the members of said Taconic Shores Property Owners Assoc. Inc., to provide for the maintenance, improvement, repair and upkeep of all private roads, and the appurtenant bathing beaches and other appurtenant facilities; to own real estate, and personal property and to provide for the constructions, maintenance, improvement and repairs of such buildings, and other structures, and equipment, as may be necessary or desirable for the attainment of any of the purposes of the corporation; to borrow money for its lawful corporate purposes, and to issue bonds, notes or certificates of indebtedness, therefore; to impose and collect dues, from its members for the purpose of meeting the cost of improvements, maintenance and operation of the real and personal property acquired or operated or maintained by the corporation and to sue and take such other action as is lawful for the collection of the debt. To promote, advance, support, sponsor, foster, stimulate, cultivate, initiate, undertake, co-ordinate, and other encourage, wholesome, social, recreational, athletic, and related community activities, by, with, or through and all appropriate and lawful groups, assemblies, meetings, teams, competitions, entertainment, and by, with or through any other appropriate and lawful means.

To employ any and all necessary experts and personnel to conduct and further the purpose of the corporation.

To acquire, or receive money, equipment, material, supplies, and other property of every kind and description, by public appeal or public subscription or by the conduct of amusements, entertainments, exhibitions, and other activities, or by gift, deed, bequest, and devise, or otherwise, for the purpose described herein. For its corporate purpose, to acquire, purchase, sell, lease, improve, maintain, manage, operate, conduct, control, supervise, direct, fit out, license the use of the facilities of, and generally deal in and with, any and all real and personal property, necessary, useful and convenient. To make and adopt a constitution, by-laws, and rules and regulations for the admission, suspension, and expulsion of its members, and for their government, and for the establishment, of one or more classes of membership, for the collection of dues, for the election and appointment of its directors, and officers and the definition of their duties, and for the safekeeping and protection of its property and funds, and, in general, to regulate, manage, and preserve its property and interests, and from time to time, to alter, repeal, rescind or vary such constitution, buy-laws, rules and regulations, or any of them.



To take and hold by bequest, devise, gift, purchase, lease or otherwise, for its corporate purpose, any property real or personal insofar as the same may be held by a corporation organized under the Membership Corporation Law, and to convey, sell or dispose of such property and to invest and re-invest the principal and deal with and expend the income therefrom in such manner as may be permitted by law, and us, in the judgment of the Board of Directors will best promote the purpose for which the corporation is organized.

To do all and everything, including the making and carrying out of any contracts, necessary, suitable, and proper for the accomplishment of the purpose of the furtherance of said purpose and any of the powers heretofore set forth and as may otherwise be authorized by law, and to every other act or acts, thing or things, incidental or pertaining to or growing out of or connected with the aforesaid purpose or powers, or any part or parts thereof, provided the same are not inconsistent with the Membership Corporation Law.

The purpose for which this corporation is formed is to be promoted, transacted, and carried on without pecuniary profit.

Third: That the territory in which its operations are principally to be conducted is the State of New York, and elsewhere throughout the United States.

Fourth: That its office is to be located in the Town of Copake, County of Columbia, State of New York.

Fifth: That the number of its directors is not less than three (3) nor more than nine(9).

Sixth: That the name and residence of each of the directors until the first annual meeting

are: <u>Name</u>	<u>Residence</u>
Harvey Young	Copake, New York
Kenneth F. Gorman	1381 Plumtree Road, Springfield, Massachusetts
Harold C. Burch	107 Donbray Road, Springfield, Massachusetts
Roy Baker	35 Pittsfield Avenue, Pittsfield, Massachusetts
Rose Nolan	Feeding Hills, Massachusetts

Seventh: All of the subscribers to this certificate are of full age; at least two-thirds of them are citizens of the United States; at least one of them is a resident of the State of New York, and of the persons named as directors, at least one is a citizen of the United States, and a resident of the State of New York.

Eighth: That any person made a party to any actions, suit, or proceeding, by reason of the fact, that he, his testator or interstate, is or was a director, officer, or employee of the corporation or of any corporation which he served as such at the request of the corporation shall be indemnified by the corporation against the reasonable expense, including attorney's fees, actually, and necessarily incurred, by him in connection with the defense, of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such officer, director, or employee is liable for negligence or misconduct in the performance of his duties. The foregoing right of indemnification shall not be deemed exclusive of any other rights, to which any officer, director or employee, may be entitled apart from the provisions of this section.

In Witness whereof, we have made and subscribed this Certificate on the 27<sup>th</sup> day of April, 1957.

Harvey Young (L S)

Kenneth F. Gorman (L S)

Harold C. Burch (L S) Roy

Baker (L S)

Rose Nolan (L S)

State of New York ) : SS: County of New York )

Benjamin Heffner, being duly sworn, deposes and says that he is a member of the firm of Davis and Heffner, the attorneys for the subscribers to the annexed Certificate of Incorporation of Taconic Shores Property Owners Association, Inc., and that no previous application has been made for the approval of said Certificate of Incorporation by any Justice of the Supreme Court.

Benjamin Heffner

Subscribed and sworn to before me this  
8<sup>th</sup> day of May, 1957.

Jean E. Joseph, Notary Public – Stamp affixed

I, Harry E. Schirick a Justice of the Supreme Court of the State of New York, Third Judicial District, do hereby approve the foregoing Certificate of Incorporation, of Taconic Shores Property Owners Association, Inc., and do consent that the same be filed.

Dated – May 18<sup>th</sup>, 1957

Harry E. Schirick –  
Justice of the Supreme Court  
of the State of New York

State of New York ) : SS: County of New York )

On this 27<sup>th</sup> day of April, 1957, before me personally came Harvey Young, to me known and known to me to be one of the persons described in and who subscribed and made the foregoing Certificate of Incorporation, and he acknowledged to be that he executed the same.

Benjamin Heffner

Notary Public – Stamp affixed.

State of New York ) : SS: County of Columbia )

On this 27<sup>th</sup> day of April, 1957, before me personally came Harvey Young, to me known and known to me to be one of the persons described in and who subscribed and made the foregoing Certificate of Incorporation, and he acknowledged to me that he executed the same.

Bradford

W. Peck (seal) Notary Public,

Notary Public, in

State of N.Y.

Columbia County

No 256, Comm.

Expires 3-30-58