



# RULES AND REGULATIONS OF TACONIC SHORES PROPERTY OWNERS ASSOCIATION, INC.



TACONIC SHORES PROPERTY OWNER'S ASSOCIATION, INC.

53 LAKESHORE DRIVE COPAKE, NY 12516

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## INTRODUCTION

The 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 Drive).
<u>BOARD</u>	The Board of Directors of Taconic Shores Property Owner’s 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 mean the deeded owner of a home at TSPOA, or the spouse, adult child, parent, adult sibling, or domestic partner of a deeded owner of a parcel at Taconic Shores Property Owner’s Association, Inc.
<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>TSPOA:</u>	Taconic Shores Property Owner’s Association, Inc.
<u>TSPOA PROPERTY:</u>	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. Member Complaints. Members may submit written complaints of alleged violations to TSPOA. However, such complaints must be signed. Anonymous complaints will not be acted upon.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. Commercial Photography. Commercial photography, including videotaping is not allowed in the Common Areas without prior written approval of the Board.
10. Political 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. Political lawn signs cannot be larger 18" x 24" and cannot be placed as to interfere with safe road visibility. Other than political campaign signs and real estate for sale signs (as discussed herein) all other are prohibited without prior Board approval.
11. Swimming Pools Not Permitted. Installation of swimming pools, above or below ground, are not allowed.
12. Nudity and Sexual Activity. Public displays of nudity are prohibited. Sexual activity in the Common Areas is prohibited.

13. 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.

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 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 motor boats shall be complied with at all times. In addition, the following TSPOA rules apply to all boats:
  - (i) 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. 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 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 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 \$100.00 service fee to TSPOA.
  - (viii) No one under ten (10) years of age may operating a motor boat 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.

4. 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		

5. 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.
6. 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 5 miles per hour.
7. No Tying up at the Dam. Boats may not be tied up at the Dam.
8. 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. Required Vegetation Barrier. Members owning lakefront property must maintain a vegetation barrier of at least four (4) feet in depth or other suitable barrier to prevent fertilizer and storm runoff and other debris from entering the Lake. Grass is not an acceptable vegetative barrier. For further information on appropriate vegetative barriers, please refer to publications available in the office and on the TSPOA website.

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 sticker 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 GARBAGE/RECYCLE COLLECTION**

1. Pick-Up Schedule. Garbage and recyclables will be scheduled to be picked up once a week on Mondays. When a legal holiday falls on a Monday, pick-up will be on the Tuesday following the holiday.
2. Required Garbage Bags, etc. Garbage must be placed in pre-paid Columbia County garbage bags, deposited in a tightly secured metal or plastic container, and placed at the edge of the road for morning pick-up. Recyclables are to be placed in a separate container and left next to the garbage.
3. Bagged Leaves. Bagged leaves will be picked up in the Fall in accordance with a notice printed or posted in TSPOA office or newsletter. All bagged leaves must be placed in biodegradable bags.
4. Limitations. TSPOA only picks up household garbage, recyclables, and 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. For members owning properties abutting the Lake, 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 TABACCO 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 notify TSPOA as early as possible of their intent to rent their property but not later than the date of listing the property with a real estate agent or broker or the placing of an advertisement.
2. Submission to TSPOA of Required Statement. Any Members who rent their home must submit a statement signed by the tenant(s) that the tenant(s) have read and will comply with these Rules and Regulations and that the tenant(s) acknowledge(s) that the Rules and Regulations permit TSPOA to terminate services including providing water in the event of a violation of the Rules and Regulations by either the Member or the tenant(s). Such violations include the Member's failure to pay any amounts due to the TSPOA. Additionally, the Member will execute an agreement wherein the Member agrees to indemnify and hold TSPOA harmless for the acts and omissions of such tenant(s) or invitee(s) of such tenant(s). This statement and indemnification shall be incorporated by reference into the lease between the Member and the Tenant(s).
3. Filing Copy of Lease with TSPOA. A copy of the lease, including the names, addresses and phone numbers of the tenant(s) and occupants must be filed with the TSPOA office before the beginning of the lease term. The Member must pay to TSPOA an administrative fee of \$25.00 for a lease term of less than one calendar month and an administrative fee of \$100.00 for a lease term of more than one calendar month. TSPOA must be notified of all changes in the lease and of all lease rentals. TSPOA shall establish an administrative fee for any renewals thereof.
4. Tenant Infractions. TSPOA will contact the Member with respect to any infraction of the Rules and Regulations by the tenant(s) and or tenant(s) invitee(s). If the infraction or infractions are not promptly 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 garbage pickup and/or 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 each month the Member is not in compliance with these Rules and Regulations.

## **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 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 garbage pickup and 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, refundable transfer fee of \$350.00. 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. 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. If a homeowner should be disturbed by a loud noise, he should first attempt to notify the disturbing party. If the disturbing party is not cooperative and the problem is severe, then the local law enforcement agency should be contacted. The management office or a member of the Board should be contacted the next business day.
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 may 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 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 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 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 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 and garbage removal 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 Alteration 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. If a permit from the New York State Department of Environmental Conservation is required, the Member must be obtained the approval for the permit 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 VIOLATION 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 TSPOA 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 and/or garbage removal) 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.

## **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**

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 TSPOA's website, taconicshores.org; from TSPOA's Office, 53 Lake Shore Dr., 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 rule and regulations.

<b>Rule (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)</b>	<b>Initials</b>
Rule V which 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	
Rule VI which prohibits the use of phosphorous and nitrogen in fertilizers and any household products containing phosphates for ALL members and members with lake front property must have a vegetation barrier and maintain the shoreline up to 20 feet into the water.	
RULE IX which 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.	
RULE XI which requires each member to have their septic system pumped and inspected every 5 years and to promptly fix any problems discovered by an inspection	
RULE XIV RENTALS which contains requirements all members must follow if they wish to rent their property.	
RULE XV which contains the requirements a member must follow to sell or otherwise convey TSPOA property.	
Rule XXI which 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. There is a \$500 assessment for failure to comply with this requirement	
RULES XX and XXVI which contain enforcement provisions including in some circumstance the termination of services provided by the TSPOA including discontinuance of the supply of water by the TSPOA.	

TSPOA Lot Numbers to be Acquired \_\_\_\_\_  
 Estimated Date of Conveyance \_\_\_\_\_  
 Printed Name(s) of Acquiring Party \_\_\_\_\_  
 Address of Acquiring Party \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone Number(s) \_\_\_\_\_  
 Signature of Acquiring Party \_\_\_\_\_  
 Date \_\_\_\_\_