

CONSTITUTION AND BY-LAWS
KITTATINNY LAKE COMMUNITY ASSOCIATION
SANDYSTON TOWNSHIP, SUSSEX COUNTY, NEW JERSEY

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KITTATINNY LAKE COMMUNITY ASSOCIATION

CONSTITUTION

A. This organization shall be known as the Kittatinny Lake Club, Inc., aka “Kittatinny Lake Community Association” (Hereinafter referred to as “KLCA”), originally incorporated in 1938 under the laws of the State of New Jersey as a non-profit organization.

B. All membership meetings shall take place at KLCA’s Community Center or such other location as may be designed by the Board of Directors.

C. Membership in KLCA is mandatory for every home, business owner and vacant landowner.

D. The purpose of KLCA shall be:

1. To foster a common bond of interest among the residents of KLCA and to formulate regulations for the benefit of the members.
2. To create, maintain and operate recreational and communal facilities and services for its members.
3. To have and hold properties on a non-profit basis for the benefit of its members, including the lake, community center, beaches, roads, rights-of-way and/or to dispose of them if it is in the interest of or for the welfare of KLCA.
4. To sponsor social, educational, athletic and cultural activities for adults and youths.
5. To preserve and protect all KLCA property and assets for the benefit of all members.
6. To regulate the possession of animals in the lake area.
7. To maintain all sections of the lake area, excepting Route 206, as residential locations and to prohibit any business, store, shop, or sales booths in the residential areas.
8. To enforce the prohibition of any motor driven vehicles on the lake, with the exception of two (2) Electric Motor Boats, under specific, written permission of the Board of Directors, to be used for lake maintenance, enforcement of rules and regulations, and emergency use.
9. To cooperate with proper authorities in the enforcement of all state and local health code regulations, as well as environmental and public safety laws and regulations.

KITTATINNY LAKE COMMUNITY ASSOCIATION

BY-LAWS

ARTICLE I MEMBERSHIP

SECTION 1. DEFINITION

All property owners, with and without dwelling(s), shall automatically become members of KLCA upon purchase or acquisition of property within the Kittatinny Lake community. As such, payment of the KLCA initiation fee and annual KLCA membership dues (including any special assessments) is mandatory.

SECTION 2. CLASSIFICATION

Membership - All property owners with or without dwellings.

A. Members who own multiple dwellings or vacant lots under the same name shall pay only one (1) membership initiation fee; however, for each dwelling or vacant lot the owner shall pay the required annual dues and any other fees and assessments charged against each property. For each property purchased under a new name/entity, a new membership fee is required. The dues and assessments shall be levied pursuant to Article VII of these By-Laws

B. Membership shall terminate upon transfer of the property and such member shall not be entitled to a refund or abatement of any assessments paid regardless of the time of year when the transfer of ownership takes place and regardless whether the transfer of ownership is voluntary or involuntary. However, if the current member is in arrears, those sums will be become due and payable at the time of property transfer.

C. Members who rent their property are still responsible for all payments due KLCA. The member must register any tenant with KLCA within ten (10) days of occupancy. The tenant is not considered a member; however, once registered, the tenant can utilize KLCA facilities as per current Rules and Regulations, provided the property-owning member is in good standing.

SECTION 3. GOOD STANDING

A member is in good standing within the meaning of these By-Laws if the member satisfies the requirements for membership provided for in Article I, Section 2; and owes no arrears.

SECTION 4. VOTING

A. Regardless of the number of owners on the property deed, for purposes of voting, a property shall be considered to have only one (1) owner and shall have only one (1) vote. Regardless of the number of dwelling units and vacant lots owned by a member, they shall have only one (1) vote per membership (i.e. one membership fee paid, as per Section 2.A.). The property owner must be in good standing to vote.

B. Absentee Voting: Voting by absentee ballot shall be permitted, as determined by the Board. The Board will provide the appropriate form, which must be returned to the Secretary (or management company) as instructed.

SECTION 5. SUSPENSION OF MEMBERSHIP PRIVILEGES

A. In addition to termination of membership upon transfer of a property interest by a member, membership privileges may be suspended upon violation of the KLCA By-Laws or Rules and Regulations that remain unabated. Membership privileges include, but are not limited to: the right to participate or vote at membership meetings, the ability to use the lake, the beaches, the Community Center, playgrounds and any other facility owned or controlled by KLCA. Suspension of membership privileges shall continue until such time as the member rectifies any violations of the KLCA By-Laws or Rules and Regulations, including, but not limited to, payment of any outstanding sums owed to KLCA.

B. In the event a property owner transfers an interest in the property, either voluntarily or involuntarily, during which time their membership privileges are suspended, any outstanding balances owed to KLCA remain in effect and shall also constitute a lien against the property that must be paid in full (with interest and all costs) prior to the closing of title to a new property owner. Otherwise, the lien will remain in effect and the new member will not be a member in good standing until all balances due are paid in full. Prospective new members may obtain a statement from the Board confirming the status of any arrears with respect to any transfer.

ARTICLE II MEETINGS

SECTION 1. MEMBERSHIP MEETINGS

A. There shall be a minimum of three (3) general membership meetings a year, to include a designated "Annual Meeting to be held during June.

B. Special meetings shall be called by the President or the Board or by a membership request signed by twenty-five percent (25%) of all members in good standing. The meeting date shall be within four (4) weeks after the request is made.

C. If a meeting involves matters not of a routine nature a special agenda with the purpose for the meeting must be included on the notice.

D. In the event there is a proposed change in policy or unbudgeted expenditure with a total cost of more than twenty-five thousand dollars (\$25,000), a special meeting shall be required, except in an event of catastrophic effect, in which case the membership will be notified.

E. All members must be notified by mail, e-mail or other common forms of communication for all general membership or special meetings.

SECTION 2. BOARD OF DIRECTORS MEETINGS

A. The Board shall meet a minimum of four (4) times a year, one of which must be in June.

B. Meetings will be called by the President and meeting notice will be given to all Board members at least 30 days in advance.

C. For urgent matters, a telephone, e-mail or fax voting system shall be used to secure votes in lieu of a formal meeting. If by telephone, a written statement of record including the response, signature and date from the voting member shall be submitted to the Secretary within ten (10) days.

SECTION 3. QUORUM

A. At regular and special general Membership Meetings, a quorum shall consist of fifteen percent (15%) of all members in good standing, including absentee votes.

B. At Board of Directors Meetings, a quorum shall consist of fifty percent (50%) of all Board members, including absentee votes.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. COMPOSITION OF THE BOARD OF DIRECTORS.

The Board of Directors is elected by the KLCA membership (as per Article III Section 4) and consists of Officers (5) and Trustees (8) as follows:

A. Officers: President, Vice President, Secretary, Treasurer, Assistant Treasurer.

B. Trustees: Eight (8) Trustees.

C. Chairperson of the Board: any current member of the Board.

1. The Chairperson is nominated by another Board member

2. The Chairperson is elected by a majority of the Board.

3. The Chairperson shall preside over Board meetings, with the agenda prepared by the Chairperson and the President.

SECTION 2. QUALIFICATIONS

A. Only members in good standing for at least one (1) year prior to serving and at least twenty-one (21) years of age may serve as an Officer or Trustee.

B. The member must be named on the deed of the property to represent said property as a member.

C. Only one (1) member per household, regardless of the number of properties owned, may serve on the Board at any given time.

D. A member may only hold one Board position at any given time.

E. Failure of any elected representative to be a member in good standing for a period of 30 days or more shall result in automatic removal without any vote of the members.

SECTION 3. DUTIES AND POWERS OF THE BOARD OF DIRECTORS

A. Carry out mandates and policies of KLCA.

B. Supervise activities of KLCA and act in an advisory capacity.

C. Charge the Treasurer to make payments of current operating expenses, included in the budget, and make non-budgeted expenses not to exceed twenty-five thousand dollars (\$25,000). Checks over five thousand dollars (\$5,000) require the authorization of two Board Officers with check signing authority.

D. Approve the Annual Budget prepared by the Finance Committee, which shall then be presented to the membership for approval; authorize expenditures of funds, and have accounts audited yearly by a New Jersey licensed Certified Public Accountant.

E. Appoint committees and direct their activities.

F. Be available for consultation with the chairpersons of committees appointed by the President.

G. Authorize and regulate the budget of each committee's funds.

H. Levy dues and assessments as required and provided for in Article VII.

I. Insure the privacy of KLCA and its facilities, protect the interests of KLCA from violations, and enforce KLCA By-Laws and Rules and Regulations.

J. Receive Annual Reports of the Officers and Committee Chairpersons at the Annual Meeting of KLCA.

K. All Board members are voting members, except the president, who shall vote only in the case of a tie following a vote of the Board members.

L. Powers include all powers as permitted under applicable laws, including but not limited to the New Jersey Nonprofit Corporation Act.

SECTION 4. ELECTIONS

A. Elections will occur yearly. An election by membership vote will be held when there is more than one candidate for an open position; otherwise a single non-Board member vote at a general membership meeting will confirm election of the unopposed slate.

B. The Board shall provide written notice to all members of the right to nominate themselves or another member in good standing to serve on the KLCA Board. A “call for nominations” must be sent out at least thirty (30) days before mailing the election meeting notice and absentee ballot.

C. Nomination deadlines must be at least fourteen (14) days from the “call for nominations”.

D. The Board will send out written notice scheduling the election meeting and a ballot no less than fourteen (14) days and no more than sixty (60) days prior to the date of the election meeting.

E. All ballots are required to list the names of all candidates nominated, listed in alphabetical order by last name.

F. Voting by absentee ballot is permitted. All absentee ballots must be returned, as instructed, prior to the election meeting.

G. Voting by electronic means shall be permitted, if determined by the Board to utilize such methods. If electronic voting is utilized, a member must consent to voting electronically; otherwise, an alternative form of voting will also be made available (e.g. absentee ballot).

H. Written notice may include electronic delivery, consistent with Article XIV, Section 4.

SECTION 5. VACANCY

A. Vacancy of a Board position can occur if a Board member resigns, is disqualified, is removed (as per Article XI, Section 2) or dies.

B. A vacancy shall be filled as follows:

1. President - The Vice President shall succeed to the office vacated for the unexpired portion of the term.
2. Other Officers - The Board may appoint a substitute, by majority vote, who shall serve for the unexpired term until regular elections are held.
3. Trustee – The Board may appoint a substitute, by majority vote, who shall serve for the unexpired term until regular elections are held.
4. Chairperson - A new nomination process shall take place at the next Board meeting, with the newly elected Chairperson being seated at that time.

ARTICLE IV OFFICERS

SECTION 1. TITLES

The officers of KLCA shall be the President, Vice President, Secretary, Treasurer, and Assistant Treasurer.

SECTION 2. DUTIES OF OFFICERS

Specific duties of an Officer may actually be delegated to and performed by a Property Management Company, and in such cases, it is the responsibility of the Officer to oversee the proper execution of such duties.

A. President:

1. The President shall serve as official spokesperson for KLCA, preside at all official KLCA meetings and be an ex officio member of all committees.
2. The President shall oversee the operations of all committees.

3. At Board Meetings, the President shall provide the Board members with necessary information concerning KLCA business.

4. The President shall not vote on matters before the Board, unless there is a tie.

5. An agenda for Board Meetings shall be prepared with the mutual agreement of the President and the Chairperson of the Board.

B. Vice President:

1. The Vice President shall assume the duties of the President in his/her absence.

C. Secretary:

1. The Secretary shall record and maintain the minutes and attendance of all KLCA meetings.

2. The Secretary shall correspond as directed by the President and/or the Board.

3. The Secretary shall ensure notification is sent for all official KLCA meetings.

4. The Secretary shall maintain a current membership list.

5. The Secretary shall be responsible for collecting and recording votes.

D. Treasurer:

1. The Treasurer shall be responsible for all monies of KLCA and, with the Finance Committee Chairperson, will present an annual budget to the Board for approval. Once approved by the Board, the annual budget will be presented to the membership for approval at a general membership meeting.

2. The Treasurer shall work with the Finance Committee on investments, provide a written report to the membership at the Annual Meeting, and provide any other reports as requested by the Board.

3. The Treasurer shall keep true and accurate accounts of all receipts and disbursements which shall be the property of KLCA.

E. Assistant Treasurer:

1. The Assistant Treasurer shall assist the Treasurer in said duties and will also serve as an additional layer of financial review.

SECTION 3. LENGTH OF TERMS AND TERM OF OFFICE

A. All officers shall serve for two (2) years but may not serve more than three (3) consecutive terms. Elections for Officers will take place as follows:

1. President, Vice President, and Assistant Treasurer are elected in even numbered years.
2. Secretary and Treasurer are elected in the odd numbered years.

B. Newly elected Officers shall serve in the capacity of Officer-elect from the date of their election until January 1st, when they assume the elected position. Officer-elect positions are permitted to attend, but do not vote at Board meetings until they are seated on January 1st.

**ARTICLE V
TRUSTEES**

SECTION 1. NUMBER AND TERMS OF OFFICE

- A. There shall be eight (8) Trustees.
- B. The Trustees shall represent the membership of KLCA.
- C. Each Trustee shall serve for four (4) years and may continue to serve for an unlimited number of terms.
- D. Elections for Trustees will be held every year, with two (2) of the Trustee positions (25%) elected for a 4-year term.

**ARTICLE VI
COMMITTEES**

SECTION 1. COMMITTEE ORGANIZATION

A. All committees shall have a chairperson, who shall be appointed by the President, with agreement from the Board.

B. The Committee Chairperson must be a member in good standing for at least (1) year prior to serving and must be twenty-one (21) years of age, except when the chairperson must also be a Board member, as noted under individual committees in Section 3.

C. Appointed Chairperson shall serve a term of two (2) years and may serve for an unlimited number of terms.

D. If an appointed Committee Chairperson dies, resigns, is removed from office or fails to serve, the President shall appoint an eligible member to serve the unexpired portion of that term.

E. The Committee Chairperson may enlist other members in good standing to participate in the committee at their discretion, except as noted under individual committees in Section 3.

F. The President will be *ex officio* a member of all committees.

SECTION 2. DUTIES OF COMMITTEE CHAIRPERSONS

A. Provide reports for the Annual Membership Meeting in June.

B. Keep the Board abreast of the committee functions and happenings.

C. Attend Board Meetings, as requested or approved by the Board, to discuss matters pertinent to the Committee.

SECTION 3. STANDING COMMITTEES

A. Finance Committee

1. All committee members must be a current Board member.

2. The Treasurer and Assistant Treasurer shall serve on the committee

2. The committee will track the current budget and develop the operating budget for the following year. Budget updates and any further recommendations will be presented at Board and General Membership meetings as appropriate.

B. Maintenance Committee

C. Welcoming Committee

D. Lake Environmental Management Committee

E. Rules and Regulations Committee

SECTION 4. SPECIAL COMMITTEES

Special Committees or Task Forces shall be appointed by the President, as needed, with the advice and consent of the Board.

ARTICLE VII FINANCE

SECTION 1. FISCAL YEAR

The fiscal year of KLCA shall be from January 1st through December 31st.

SECTION 2. INITIATION FEES

All new members (property owners) shall be charged an initiation fee for the year in which they acquire the property. The fee shall be as provided for in the annual budget. Only one initiation fee is required per member, regardless of the number of properties acquired. In the event the property is transferred to a direct family member, living trust, or other entities established for legitimate estate planning purposes, the initiation fee shall be waived.

SECTION 3. KLCA ANNUAL DUES

A. All members (property owners) shall pay annual dues to support KLCA operating expenses and capital improvements. Dues for vacant lots and commercial properties may differ from those with dwellings, due to differences in services provided. The amount of the annual dues shall be as established in the annual budget approved by the membership. A property is defined as a separate municipal tax lot and each owes individual annual dues, except for those properties linked with a dependent utility or merged tax records. In addition, for those property owners who operate boats on the lake, they shall pay a boat registration fee (decal) for each boat.

B. All annual dues (and any recurring assessments) are due on January 1st of each year. In the event the dues/assessments are not paid by March 1st of each year the member's account shall be considered delinquent and not in good standing; however, a member that is current under a written payment agreement approved by the Board is considered in good standing. Members "not in good standing" shall not enjoy voting or other rights and privileges including, but not limited to, use of the lake or any KLCA facilities until the arrears are paid in full.

C. In the event all dues and assessments are not paid by March 1st, no member (property owner) may waive or otherwise avoid liability for the dues/assessments by non-use of the facilities. All outstanding dues/assessments (including interest and costs) shall be a continuing lien upon the property against which it was made and shall be the joint and several personal obligation of each

owner at the time when the assessment fell due and of each subsequent record owner, together with interest and costs of collection as provided for in these By-Laws. The lien for the outstanding dues/assessments may be foreclosed by suit brought in the name of KLCA in the same manner as a mortgage foreclosure on real property. A suit to recover a money judgment for unpaid dues/assessments may be maintained without waiving the lien.

D. In the event a property owner transfers an interest in the property, either voluntarily or involuntarily, while the member's membership privileges are suspended for any reason, any outstanding dues/assessments owed to KLCA must be paid with interest and costs prior to a new property owner being granted membership privileges. This provision applies regardless whether or not a prior property owner's interest in the property was terminated by bankruptcy, foreclosure or for any other reason. Notwithstanding foreclosure of any property, the preexisting, underlying assessment obligation remains and is not extinguished by any foreclosure of the property. The current owner(s) is/are solely responsible for the payment of any lien(s).

E. In the event any dues/assessments are not paid by March 1st, a monthly late fee shall be assessed as of January 1st on such outstanding balance, continuing monthly thereafter until paid in full. Late payments for accounts on a written payment plan will be assessed a monthly late fee for each month a payment is late. Any arrears continuing into the following calendar year will also be assessed interest on the balance due. Additionally, in the event the Board initiates collection action against the member (property owner), the member/property owner shall be responsible for any and all reasonable attorney fees and costs of collection including, but not limited to, the cost for preparing, filing and discharging a lien in addition to such other costs as may be allowable by law.

F. In the event any assessment or other charge owed to KLCA is returned by KLCA's bank for any reason including, but not limited to, the check being paid on an account with insufficient funds, a charge shall be added to the member/property owner's account in an amount to be set by the Board.

SECTION 4. ADDITIONAL ASSESSMENTS

A. Special Assessments

1. A special assessment may be levied on all members (property owners) in the event of a particular financial need or capital improvement (e.g. dam repair). Prior notice containing the reason for the assessment and a payment schedule must be given prior to any special assessment being levied. Special assessments can occur at any time and remain in effect for any duration deemed necessary by the Board. Such special assessments shall be levied equally against all individually assessed properties.

2. A vote of the membership is required to levy a special assessment. A majority (51% or more) of voting members in good standing must vote in favor of the special assessment in order for it to be approved.

3. A meeting shall be held to vote on a special assessment; prior notice must be given to the membership at least thirty (30) days in advance.

4. Voting by absentee ballot is permitted. The ballot shall be prepared by the Board and shall include instructions and a deadline for return. The ballot must be signed and dated by the member, and returned as directed.

5. An emergency assessment may be levied on all members (property owners) in the event of an emergency, which is defined as any action that must be taken by the Board to address a situation which requires immediate attention (seven days or less), including, but not limited to, actions directed by any governmental entity or actions affecting the members or KLCA property. Members shall be notified of the emergency via telephone, fax, e-mail or mail, however, no membership voting shall be required to approve an emergency assessment. An emergency shall be determined by the Board and an emergency expenditure shall not exceed the sum of twenty-five thousand dollars (\$25,000). Such emergency assessments shall be levied equally against all individually assessed properties.

B. Penalty Assessments

1. If any damage is caused to KLCA property as the result of any act or omission or misuse by a member or member's family, guest, pet, tenant, occupant or visitor, the member is held responsible for the damage. The responsible member shall pay for such damage and shall be liable for any further damage, liability, costs and expenses including attorney's fees caused by or arising out of such circumstances.

2. Similarly, any violation of the Rules and Regulations by a member or member's family, guest, pet, tenant, occupant or visitor that results in a fine will be the members responsibility. Fine amounts and payment terms will be issued as defined in the current Rules and Regulations.

C. Payment of Additional Assessments

1. A member shall be liable for special and/or penalty assessments according to effective date of assessment and the assessment must be paid within thirty (30) days, unless other arrangements are agreed to by the Board

2. Failure to pay the special assessment by the due date shall result in a monthly late fee until paid in full (plus interest on arrears carried over into the following calendar year) commencing from the time the assessment is due.

3. As described in Article VII, Section 3 above, unpaid special assessments will constitute a lien against the members real property until all arrears are paid in full, inclusive of all reasonable attorney fees and costs of collection including, but not limited to, the cost for preparing, filing and discharging a lien in addition to such other costs as may be allowable by law.

4. Any delinquency in special or penalty assessments will also constitute a member to not be in good standing.

SECTION 5. REINSTATEMENT

All amounts in arrears, and including the current year's assessments due, must be paid in full in order to regain status as a member in good standing.

ARTICLE VIII SALE, TRANSFER, AND RENTAL OF PROPERTY

SECTION 1. PROPERTY SALE OR TRANSFER

A. A member shall advise a subsequent owner or transferee that the new owner or transferee is required to become a member of KLCA.

B. A new owner shall complete and sign a membership application in the form approved by the Board.

C. Membership privileges in KLCA will not be granted on transfer of any property within the Kittatinny Lake community until all past and present KLCA assessments are paid in full.

SECTION 2. RENTALS

A. A member must own a given property for a minimum of one (1) year prior to being eligible to rent said property.

B. A member may rent their property with the provision that all rental leases must be for a minimum duration of six (6) months. No short term or vacation rentals are permitted, which includes the use of any part of the property as a hotel, motel, boarding house, bed and breakfast or any similar use by whatever term it may be designated. This applies to rentals through the use of Airbnb, VRBO, or similar means.

C. The property-owning member shall notify KLCA of the names and contact information of any persons renting property, along with a copy of the lease and a certificate of occupancy from Sandyston Township. The member is responsible for meeting all landlord requirements specified by Sandyston Township and the State of New Jersey.

D. Registration of tenants with the Board or management company must occur within ten (10) days of occupancy. Tenants are prohibited from using KLCA facilities if not registered.

E. A registered tenant can utilize KLCA facilities as per current Rules and Regulations, provided the property-owning member is in good standing. Tenants shall not be entitled to use any KLCA facilities until the property owner pays any arrears, including any legal fees and interest, which are outstanding.

F. The member is responsible for the behavior of tenant and is liable for any violations of the Rules and Regulations committed by the tenant.

ARTICLE IX

PROPERTY MAINTENANCE

Each property owner has the duty to maintain their property as to the standards of the community and to prevent unsightly or unsafe conditions. Each member shall be responsible for performing all of the required maintenance to the exterior of their property, including repairs and replacements that may be required at their own expense. It is the desire of KLCA to preserve the appearance of the community as well as to promote the health, safety and welfare of the residents living within the community.

The duty of a member, regardless whether or not the member has a tenant residing on the property, is to observe the property maintenance standards set forth in the Rules and Regulations as well as the general parameters described as follows:

SECTION 1. EXTERIOR STANDARDS

A. KLCA shall have the right to remove any obstructions of any nature (e.g. growth, debris, unregistered boats, etc.) located along road right of ways or other common property.

B. If KLCA, at its sole discretion, determines that any lot has become unsightly or unsafe due to overgrowth and/or debris accumulation, then KLCA shall have the right to take actions to remedy the situation. All parts of the premises shall be kept in a clean and sanitary condition, free of nuisances and infestations, and free from health, safety and fire hazards.

C. All garbage, trash, recycling, etc. must be disposed of in secure containers with a lid to prevent animals from scattering materials. The member will be held responsible for any resultant mess from said materials. Items for collection shall not be put out until the day of collection and all storage containers should be removed from view the same day.

D. No exterior lighting should be permitted which, in the opinion of KLCA, would create a nuisance to other property owners.

E. In the event the member fails to comply with the property maintenance code, the Board may issue a warning advising them of the offense and providing a reasonable period of time, not to

exceed 30 days, to abate the conditions. Failure of the member to correct the violations may result in the levying of a fine and/or the Board directing that the work be performed and the cost of such work being levied as a lien against the property if not paid by the member. Enforcement shall be as provided for in Article X of these By-Laws.

SECTION 2. ACTIVITY

No noxious or offensive trade or activity shall be carried on upon any lot, which may become an annoyance or nuisance to the neighborhood. No animals or livestock may be kept or maintained on any lot; however, dogs, cats, and other indoor pets may be kept according to town ordinances and are not permitted to roam on community property.

SECTION 3. SIGN DISPLAYS

Members shall not display commercial signs on their property, except for those properties located on Route 206 that are zoned commercially by Sandyston Township. Members are permitted to display the following signs on their own property only: up to two (2) “for sale” signs during the period a property is on the market to be sold; and a single political candidate sign for a period beginning 1 month prior to an election, to be removed within 1 week following the election.

SECTION 4. CONSTRUCTION

All fences, sheds, docks, decks, and/or other construction shall be constructed in accordance with KLCA's Rules and Regulations, the New Jersey Uniform Construction Code and/or such other requirements in effect in Sandyston Township.

SECTION 5. MOTOR VEHICLES

All derelict, abandoned, immobile, or unregistered vehicles are subject to fines; vehicles left on KLCA property will be towed at the owner's expense. For the purposes of this section, “immobile” shall be defined as any vehicle not routinely driven or utilized as a source of transportation, to include vehicles that are disabled or under repair. Any such vehicles must be kept in garages or under covers hidden from view.

SECTION 6. DUMPING

No person shall dump any materials, including, but not limited to, garbage or other waste materials regardless whether they are natural or manmade on any property owned by KLCA, specifically including the lake. Any violators shall be subject to enforcement as provided for in Article X of these By-Laws, as well as criminal prosecution.

ARTICLE X ENFORCEMENT

SECTION 1. ENFORCEMENT

The Board shall have the power to enforce the terms of these By-Laws and/or Rules and Regulations. As part of the enforcement the Board may seek to informally resolve problems by sending notice directing the offending party to appear before the Board to address any complaints or violations of the By-Laws and/or Rules and Regulations. Additionally, KLCA reserves the right to take any other action, summary or otherwise, before any court of competent jurisdiction to enforce the terms and conditions of these By-Laws and/or KLCA's Rules and Regulations.

SECTION 2. FINES

To the extent now or hereafter permitted by the laws of the State of New Jersey, the Board shall have the power to levy fines against any member, member's family, guest, tenant, occupant or visitor for violations of the By-Laws or KLCA's Rules and Regulations or any covenant or restriction contained in the Master Deed. The fines shall be determined by the Board in accordance with the fine schedule set forth in the Rules and Regulations. Collection of the fines may be enforced against the property or any member as if the fine were an assessment owed by the owner. A member can appeal the violation within fourteen (14) days following written notice to afford the member an opportunity to be heard, with or without counsel, with respect to the violation. All disputes can be adjudicated through an alternative dispute resolution process by mutual consent of the property owner(s) and the Board. Failure to request a hearing, in writing, within this time period will result in forfeiture of the right to be heard and the fine will be considered accepted and due as levied.

SECTION 3. WAIVER

No restriction, condition, obligation or covenant contained in these By-Laws and/or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of the failure to enforce same irrespective of the number of violations or breaches which may have occurred.

SECTION 4. COURT ENFORCEMENT

Notwithstanding any of the foregoing, the Board reserves the right to direct that a legal action be filed to compel compliance with any of the provisions of the Constitution and By-Laws and/or Rules and Regulations. If such enforcement action is taken, the offending party or responsible member shall be responsible for KLCA's reasonable attorney fees and costs incurred in such action.

ARTICLE XI
DISSOLUTION, REMOVAL OF ELECTED REPRESENTATIVES

SECTION 1. DISSOLUTION

A. After a request for dissolution, in accordance with a membership call for a special meeting, the President shall call a special meeting not before one (1) week and not later than four (4) weeks after receipt of the request in the manner prescribed for special meetings. For any special meeting for which a vote shall be taken on a request for dissolution, a two thirds (66%) vote in favor of dissolution of all the members in good standing is required.

B. After the dissolution has been decided upon, the Board shall prepare and execute all plans necessary for the dissolution and the orderly disposition KLCA's assets, payment of debts and completion of its activities. Any remaining surplus shall be evenly distributed among all regular members who were in good standing at the time of the call for the first dissolution meeting.

SECTION 2. REMOVAL

Removal proceedings of an elected Board member for cause, shall take place in the following manner:

A. The Board, except the member to be dealt with, shall consider the gravity of the offense at a Special Board Meeting, and allow the accused person the full opportunity to defend themselves, including being represented by counsel. If the Board finds the complaint to have merit, a vote of two thirds (66%) of the Board members in attendance in favor of removal is required. Alternatively, the Board could recommend a special membership meeting be held.

B. A special membership meeting can also be called in accordance with a membership call for a special meeting. The special membership meeting will require a vote for removal of a majority (51%) of the members in good standing.

C. Failure of any elected representative to be a member in good standing for a period of thirty (30) days or more shall result in automatic removal without any vote of the Board or Membership.

D. Continued non-attendance without due cause (e.g. unexcused absence for two (2) consecutive meetings), is also cause for removal from the Board.

**ARTICLE XII
PARLIAMENTARY PROCEDURES**

SECTION 1. GENERAL

A. The President shall preside at membership meetings. In his/her absence or at his/her request, the meeting or parts of the meeting shall be presided over by the Vice President, Secretary, or Treasurer in order named.

B. The Chairperson of the Board of Directors shall preside over Board meetings. In his/her absence or at his/her request, the meeting or parts of the meeting shall be presided over by the President, Vice President, Secretary or Treasurer in order named.

SECTION 2. SPECIFIC

A. It shall be the Presiding Officer's privilege to define the speaking time and the number of times a speaker may speak on the same subject either on direct discussion or in rebuttal.

B. In order to implement this rule, the Presiding Officer must announce the desired procedure before the subject at hand is opened for discussion.

C. If the decorum at the meetings is jeopardized by the misconduct on the part of a member(s), or anyone else present at the meeting, the Presiding Officer shall be empowered to bar such person(s) from further floor discussion. He/she shall, if desired or needed, appoint a "Sergeant at Arms" pro tem, whose duties are to restore order and/or to lead the offender(s) from the meeting room.

SECTION 3. POLICIES AND PROCEDURES

A. All procedures and policies shall be based on the By-Laws of KLCA.

B. In the absence of a specific ruling, "Robert's Rules of Order" shall govern the proceedings.

C. A Policy and Procedures Manual may be adopted by the Board to implement these By-Laws.

**ARTICLE XIII
ADVISORS**

SECTION 1. COUNSELOR

KLCA shall obtain the services of a New Jersey licensed attorney, as needed.

SECTION 2. ACCOUNTANT

KLCA shall obtain the services of a New Jersey licensed certified public accountant.

**ARTICLE XIV
MISCELLANEOUS**

SECTION 1. AMENDMENTS

These By-Laws may be amended, in whole or in part, at any meeting of KLCA by a two-thirds (66%) affirmative vote of voting members in good standing provided that at least thirty (30) days prior to that meeting a copy of the proposed amendment(s) have been sent out by mail to all voting members of KLCA. Revised or amended By-Laws shall be consistent with the Incorporation of KLCA. Any absentee ballots used to vote on amendments to the By-Laws shall be prepared by the Board and shall be returned according to the instructions provided.

SECTION 2. ADOPTION OF CONSTITUTION AND BY LAWS

Upon the adoption of this Constitution and By-Laws, the following are repealed:

- A. The Constitution and By-Laws in force at the time.
- B. All previous motions of record, or policies and procedures in conflict here within provided, however, that all officers and committee members currently in office shall continue their incumbency until their successors have been duly elected or appointed as provided herein.

SECTION 3. NOTICES

All notices to and from any member shall be sent via email or first-class mail (both are considered "mail") unless the member requests an alternate arrangement. It is the responsibility of the member to provide current contact information to KLCA to include email, mailing

address, and telephone number. All notices to members shall be deemed to be given when sent (or hand delivered) to the current address on file.

SECTION 4. INVALIDITY

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, or enforceability or effect of the remainder of these By-Laws.

SECTION 5. WAIVER

No restriction, condition, obligation, requirement or other provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

SECTION 6. DEED RESTRICTIONS

None of the provisions in these By-Laws shall be deemed to be in derogation of or in release of any deed restrictions to which the property within KLCA is or may be subject, whether such restrictions are contained in the Master Deed or in the other prior deeds in the chain of title.

SECTION 7. CAPTIONS

The captions herein are inserted only as a matter of convenience of reference and in no way define, limit or describe the scope of the By-Laws or the content of any provision hereof.