

L.C.P.O.A. By-Laws

Table of Contents

L.C.P.O.A. CONSTITUTION	5
ARTICLE I - NAME	5
ARTICLE II - PURPOSE	5
ARTICLE III - MEMBERS	6
SECTION A: DEFINITION OF MEMBERSHIP	6
1. MEMBER IN GOOD STANDING	6
2. MEMBER IN POOR STANDING	6
3. PRIVILEGES OF MEMBERSHIP	6
SECTION B: DEFINITION OF NON-MEMBERSHIP	7
1. GRANTEES	7
2. OTHERS	7
3. NON-MEMBER BECOMING A MEMBER	7
ARTICLE IV - GOVERNING BODY	7
SECTION A: BOARD OF DIRECTORS	7
SECTION B: BOARD OF TRUSTEES	7
L.C.P.O.A. BY-LAWS	8
ARTICLE I: PURPOSE	8
SECTION A: EFFECTIVE DATE	8
SECTION B: PROCEDURE	8
ARTICLE II: MEETINGS	8

SECTION A: NOTIFICATION	8
1. GENERAL MEETINGS	8
2. SPECIAL MEETINGS	9
3. BOARD OF DIRECTORS' MEETINGS	9
4. BOARD OF DIRECTORS', SPECIAL AND GENERAL MEETINGS	9
SECTION B: QUORUM	9
1. GENERAL OR SPECIAL MEETINGS	9
2. BOARD OF DIRECTORS' MEETINGS	10
SECTION C: SCHEDULING	10
1. GENERAL MEETINGS	10
2. SPECIAL MEETINGS	10
3. BOARD OF DIRECTORS' MEETINGS	10
SECTION D: SIGN-IN	11
1. MEMBER IN GOOD STANDING	11
2. MEMBER IN POOR STANDING OR NON-MEMBER	11
SECTION E: GENERAL ITEMS	11
1. ALCOHOLIC BEVERAGES	11
ARTICLE III: BOARD OF DIRECTORS AND TERM OF OFFICE	11

SECTION A: TERM OF OFFICE	11
SECTION B: SUCCESSION	12
SECTION C: QUALIFICATION	12
SECTION D: VACANCIES/APPOINTMENTS	12
SECTION E: RESIGNATIONS	12
1. METHOD	12
2. ASSOCIATION PROPERTY	13
3. RE-ELECTION	13
SECTION F: RESPONSIBILITIES OF OFFICERS	13
1. ALL BOARD OF DIRECTORS	13
2. PRESIDENT	13
3. VICE-PRESIDENT	13
4. TREASURER	14
5. RECORDING/CORRESPONDING SECRETARY	14
6. LEGAL DIRECTOR	15
7. BUILDINGS AND GROUNDS DIRECTOR	15
8. RECREATION DIRECTOR	15
9. ROADS DIRECTOR	15

ARTICLE IV: BOARD OF TRUSTEES AND TERMS OF OFFICE	16
--	-----------

SECTION A: TERM OF OFFICE	16
SECTION B: SUCCESSION	16
SECTION C: QUALIFICATIONS	16
SECTION D: VACANCIES	16
SECTION E: RESIGNATION	16

1. METHOD	16
2. ASSOCIATION PROPERTY	16
3. RE-ELECTION	16
SECTION F: RESPONSIBILITIES OF TRUSTEES	16
1. ALL BOARD OF TRUSTEES	17
<u>ARTICLE V: NOMINATIONS AND ELECTIONS - BOARD OF DIRECTORS</u>	<u>17</u>
SECTION A: CERTIFICATION	17
1. TRUSTEES RESPONSIBILITY	17
SECTION B: GENERAL ELECTIONS	17
1. NOMINATION PROCEDURE	17
2. ELECTION PROCEDURE	18
<u>ARTICLE VI: NOMINATIONS AND ELECTIONS - BOARD OF TRUSTEES</u>	<u>19</u>
SECTION A: CERTIFICATION	19
1. BOARD OF DIRECTORS RESPONSIBILITY	19
SECTION B: GENERAL ELECTIONS	19
1. NOMINATION PROCEDURE	19
2. ELECTION PROCEDURE	20
<u>ARTICLE VII: SPECIAL ELECTIONS</u>	<u>20</u>
SECTION A: ELECTION PROCEDURE	20
<u>ARTICLE VIII: OATH OF OFFICE</u>	<u>21</u>
SECTION A: DESCRIPTION	21
SECTION B: ADMINISTRATION	21
1. OATH	21
2. WITNESSING	21
3. RECORDING	21
<u>ARTICLE IX: CODE OF ETHICS</u>	<u>21</u>
SECTION A: CONFIDENTIALITY AGREEMENT	21
SECTION B: ETHICAL GUIDELINES	21
SECTION C: DEFINITIONS	22
1. CONFLICT OF INTEREST	22

2. AFFILIATED PERSON	22
3. IMMEDIATE FAMILY	23
4. EMPLOYEE	23
5. PERSON	23

ARTICLE X: IMPEACHMENT/REMOVAL FROM OFFICE/RECALL ELECTION

SECTION A: IMPEACHMENT	23
1. GROUNDS FOR IMPEACHMENT	23
2. PROCEDURE	24
SECTION B: REMOVAL FROM OFFICE	25
SECTION C: RECALL ELECTION	25
1. MOTION OF NO CONFIDENCE	25
2. RECALL ELECTION	25

ARTICLE XI: FINANCES

SECTION A: BUDGET	25
1. GOAL	26
2. CONTENT	26
3. EXPENSES OVER \$1,000.00	26
4. UNAPPROVED BUDGET	26
5. NO QUORUM	26
SECTION B: DUES	26
SECTION C: DUES PAYMENT	26
SECTION D: BILLING PROCEDURES	28
SECTION E: CO-SIGNING CHECKS	28
SECTION F: BONDING	28
SECTION G: DEPOSITS	28
SECTION H: BIDS	28
SECTION I: PRIORITIES	28
SECTION J: SPECIAL ASSESSMENTS	28
SECTION K: PRO-RATED DUES	28
SECTION L: REIMBURSEMENT FOR EXPENSES	28
SECTION M: SENIOR CITIZENS DUES DISCOUNT	29
SECTION N: VETERAN/ACTIVE SOLDIER	29

ARTICLE XII: AMENDMENTS

SECTION A: PASSED AMENDMENTS	29
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ARTICLE XIII: GENERAL ITEMS

SECTION A: GUEST AND GUEST PASSES	29
SECTION B: PETS	29

SECTION C: FIREARMS	29
SECTION D: SNOWMOBILES	30
SECTION E: MEMBERSHIP IDENTIFICATION	30
SECTION F: VANDALISM	30
SECTION G: INITIATION FEE	30
SECTION H: MOTOR BIKES, OFF-ROAD MOTORCYCLES, MINI-BIKES, SPORT BIKES/VEHICLES, MOPEDS & THREE/FOUR WHEEL ATV'S	30
SECTION I: INDEMNIFICATION	30
SECTION J: BEACH AND BOATING SAFETY	30
SECTION K: COMMITTEE OPERATION	30
SECTION L: EMERGENCY DECISIONS	31
SECTION M: PROGRAM ADOPTION	31
SECTION N: SEVERABILITY	31
SECTION O: VIOLATIONS	31
SECTION P: FINANCE COMMITTEE	32
SECTION Q: CONVEYANCE OF PROPERTY	32
SECTION R: ASSOCIATION PROPERTY	32
SECTION S: SURVEILLANCE EQUIPMENT	32
SECTION T: ALTERNATE DISPUTE RESOLUTION	32

L.C.P.O.A. Constitution

ARTICLE I - NAME

The name of this organization shall be known as the Lake Community Property Owners' Association, Inc., hereinafter referred to as the L.C.P.O.A. or the Association, formerly known as Barry Lakes Country Club.

ARTICLE II - PURPOSE

The purpose of this organization is to promote the welfare of the residents and property owners of the Community; to regulate the use of the Association property; to promote health, welfare, recreation, entertainment, and good fellowship among the members of the Association; to assist in the development of projects, undertakings, studies, and other activities in cooperation and in coordination with local governmental and civic bodies; and to aid, assist, and foster the planning, replanning, development, renewal, and improvement of the Community; to exercise, promote, and protect the privileges and interest of the property owners of the Association.

As a governing body in the State of New Jersey, we endorse and support all applicable local, county, state and federal laws.

ARTICLE III - MEMBERS

Section A: Definition of Members

Ownership of property in the L.C.P.O.A. constitutes membership pursuant to covenants recorded in the owner's chain of title. These properties are designated in the Vernon Township Tax Maps pages 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10I, 4A, 4B, 4C and all un-subdivided properties within the region. The effective date of membership shall be the effective date of ownership acquisition of title by a new owner, and membership shall continue for the entire duration of property ownership. Each member agrees, by virtue of owning property in the L.C.P.O.A., to abide by and comply with this Constitution and the By-laws, and any Rules and Regulation promulgated, by the L.C.P.O.A.

1. Member in Good Standing

A member in good standing is one who has fulfilled the financial obligations imposed by the L.C.P.O.A. on the property (ies), past and current, and who has not been found to be in violation of the L.C.P.O.A. CONSTITUTION AND BY-LAWS. A member in good standing shall be entitled to all privileges of membership for so long as he or she shall remain in good standing. Membership privileges will be not granted to any new property owners, either by resale or any other transfer of property ownership, until all dues, assessments or other charges in arrears against that property are paid in full, no matter when or by whom those charges were incurred. With respect to eligibility to vote in board elections, vote to amend bylaws, and nominate or be a candidate for a position on the board, members shall be in good standing if current in the payment of common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed; is in compliance with a judgement for common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed; is in compliance with a settlement agreement with respect to the payments of assessments, legal fees, or other charges lawfully assessed; or has requested or is participating in Alternative Dispute Resolution (ADR) or in a court proceeding for a dispute over a matter that affects the owner's good standing.

2. Member Not in Good Standing

A member not in Good standing is a member who has not met the standards in ARTICLE III, Section A-1 of this CONSTITUTION.

3. Privileges of Membership

- a. Garbage Collection.
- b. Use and enjoyment of beach facilities.
- c. Rental of clubhouse at a reduced rate.
- d. Snow and ice removal on LCPOA owned roads.
- e. Upkeep and maintenance of LCPOA owned roads.
- f. Reasonable use of clubhouse property and appurtenances.
- g. Voting privileges.
- h. Recreation activities.

- i. A copy of the current by-laws.

Section B: Definition of Non-Membership

1. Grantees

Those property owners whose deeds predate the formation of Barry Lakes as a private lake community, and who initially elected not to join the L.C.P.O.A.

2. Others

Former members who presented themselves in court to seek exclusion from the class action seeking the purchase of Barry Lakes Country Club from Blue Ridge Lakes, Inc.

3. Non-Member Becoming a Member

Any Non-Member as described in ARTICLE III, Section B-1 and B-2, may seek membership in the L.C.P.O.A. if they so desire.

ARTICLE IV - GOVERNING BODY

The L.C.P.O.A. shall be governed by a Board of Directors with an oversight committee hereinafter referred to as the Board of Trustees. These Boards shall be composed of Member in Good Standing duly elected in accordance with the election procedures as outlined in the L.C.P.O.A. BY-LAWS, ARTICLE V, VI AND VII.

Section A: Board of Directors

Eight (8) Board of Director Members shall be elected to the following specific positions:

- a. President
- b. Vice-President
- c. Treasurer
- d. Recording/Corresponding Secretary
- e. Legal Director
- f. Buildings and Grounds Director
- g. Recreation Director
- h. Roads Director.

Section B: Board of Trustees

The Board of Trustees shall be composed of three (3) elected members.

L.C.P.O.A. By-Laws

ARTICLE I: PURPOSE

The By-Laws of this Association as herein presented shall describe the governing positions, responsibilities of same, terms of office, elections, meetings, impeachments, removal from office, finances, violations, policies, quorum, operating procedures, Code of Ethics and the Oath of Office.

Section A: Effective Date

This Constitution and By-Laws will go into effect immediately upon its adoption and will supersede all other existing By-Laws previously in effect. This Constitution and By-Laws have been adopted as of December, 1997, and such subsequent amendment dates as set forth on the first page hereof.

Section B: Procedure

All procedural matters and meetings of the L.C.P.O.A., to include but not be limited to General, Special, Board and Committee Meetings, will be held at the Clubhouse and will be governed by the current edition of Robert's Rules of Order Newly Revised, NJ State Statute 15A, covering communities not for profit, and the applicable provisions of the Planned Real Estate Development Full Disclosure Act. unless specifically addressed in this Constitution and By-Laws.

ARTICLE II: MEETINGS

Section A: Notification

1. General Meetings

The members shall be notified of the dates and times of all General Meeting in the quarterly newsletters. In addition, for the Fourth Quarter Meeting at which the election is held, notice of election shall be sent to all members in writing and may be made by personal delivery, by mail, or electronically. It shall be sent not fewer than 14 days and not more than 60 days prior to the date of the election by personal delivery, mail, or electronic means.

- a. Rescheduling – If the General Meetings are rescheduled due to a lack of quorum, the membership shall be notified at least ten (10) days prior to the meeting. An Agenda will be included with the notification.

2. Special Meetings

The members shall be notified of all Special Meetings via the newsletter or a mailing postmarked at least ten (10) days prior to the meeting. An Agenda will be included with the notification.

3. Board of Directors' Meetings

Notice of the Board of Directors' meetings shall be provided to the membership including the time, date, and locations of such meetings within seven days following the General Election meeting. The notice shall be posted, and remain posted throughout the year, at the place or places at which notices are posted and open to all members at all times and filed with the Secretary. Any changes to the posted open meeting schedule shall be made at least seven days prior to the scheduled date and posted and maintained in the same manner as the original schedule.

In addition, adequate notice of at least seven days prior to any Board meeting (except working sessions at which no binding votes are taken) shall be given to all members by posting notice in at least one place on the property that is accessible to all owners at all times; by posting on the website and included in the newsletter. The notice shall include the time, date, and location of the meeting and an agenda to the extent known.

When the Board has determined to cancel a scheduled open meeting, it shall post notice of the cancellation at the meeting site by the time the meeting is scheduled to begin. The Board shall post the notice of cancellation at the location on the property where notices are posted and the website. The notice shall state the reason for the cancellation and when the meeting will be held, if known. If the start time is delayed, notice of the new time shall be posted at the meeting site to provide notice of the delay to those attending.

4. Board of Directors', Special and General Meetings

All meeting dates shall be posted on the sign in front of the clubhouse at least seven days prior to the meeting.

Section B: Quorum

1. General or Special Meetings

The presence of thirty (30) members in good standing as defined in ARTICLE III, SECTION A-1 of the CONSTITUTION, one (1) per family, at least eighteen years of age, and the presence of a majority of the then Board of Directors and at least one (1) Trustee shall constitute an opening quorum. Should a quorum of thirty (30) members in good standing not be met for the General or Special Meeting, the meeting shall be rescheduled and the quorum for the rescheduled meeting only shall be twenty (20) members in good standing as defined in Article III, Section A-1 of the CONSTITUTION.

- a. If no quorum of the General Membership is present after fifteen (15) minutes, the presiding officer may adjourn the meeting and reschedule same to occur within thirty (30) calendar days. If, at that postponement, no General Membership quorum is present, the meeting shall be moved to the next regularly scheduled meeting date.

- b. If no quorum of the Board of Directors is present, the meeting shall be postponed for fifteen (15) minutes. If after that time no quorum of the Board is present, then by a two-thirds (2/3) vote of the General Membership present, any member of the Board of Directors and/or a Trustee may open and conduct a legal and binding meeting.
- c. If during a meeting, a quorum of the Board of Directors is lost, either through the actions of the Board of Directors or the membership, the meeting will continue if there is at least one (1) Trustee present and a majority vote of the General Membership present requests continuance.

2. Board of Directors' Meetings

The presence of a majority of the Board of Directors and at least one (1) Trustee shall constitute an opening quorum.

- a. If no quorum of the Board of Directors is present, or if no Trustee is present, the presiding officer or board member will adjourn the meeting and will notify all board members at least 48 hours prior to the new date. If an emergency situation exists the Trustee may call the Board of Directors into session.

Section C: Scheduling

1. General Meetings

General Meetings will be held twice a year, within the first 30 days of the 2nd & 4th quarters. Times and dates will be noticed as per Article II Section A, and posted in the quarterly newsletters.

2. Special Meetings

Special Meetings may be called at any time by a majority vote of the Board of Directors or by petition of thirty (30) members in good standing as validated by the Board of Trustees. Meetings by petition will be scheduled and held within fifteen (15) calendar days from receipt of said petition.

3. Board of Directors' Meetings

Board of Directors' meetings shall be held on a regularly scheduled basis, at least once each month and as further required to properly conduct the Association's business. Verification of these meetings and those Directors and Trustees in attendance at each meeting will be made public at the next General Meeting. The meetings shall be open to all members, except as indicated herein.

- a. The Board may exclude attendance of all members at meetings, or portions of a meeting for the following matters:
 - i. Matters in which disclosure would constitute an unwarranted invasion of individual privacy, including hardship or discipline;
 - ii. Pending or anticipated litigation or contract negotiations;

- iii. Those involving employment, promotion, discipline, or dismissal of a specific employee or officer of the association; and/or
 - iv. Those falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer.
- b. A vote taken at a closed meeting shall not be binding. If the matter requires a binding vote, it shall be taken at a subsequent open meeting in a manner that does not disclose any confidences. If the closed meeting is to be part of an open meeting, the closed portion shall be convened either before the open portion or at the end of the open meeting portion of the agenda.
- c. Any member shall be granted five (5) minutes to address the Board of Directors for a specific purpose.

Section D: Sign-In

1. Member in Good Standing

Those in attendance at a General or Special Meeting shall sign-in upon entry to ensure that the designated quorum consists only of members in good standing. It shall be the function of the Trustees to validate the sign-in sheet, which shall be incorporated into the minutes by the Recording Secretary.

2. Member in Poor Standing or Non-Member

Any member not in good standing or any non-member as defined in the CONSTITUTION, ARTICLE III, Section A-2 and B-1-2-3 shall not be permitted to attend a General or Special meeting. Anyone so described shall be required to leave the Association's property.

Section E: General Items

1. Alcoholic Beverages

No alcoholic beverages will be allowed in the clubhouse - including deck area during a General, Board, Special or Committee Meeting.

ARTICLE III: BOARD OF DIRECTORS AND TERM OF OFFICE

Section A: Term of Office

Board of Director Members shall serve a two (2) year term. The term will begin on January 1 following an election, and the term shall be arranged so that the President, Treasurer, Legal Director and the Recreation Director shall begin their terms in even-numbered years. The Vice-President, Recording/Corresponding Secretary, Building and Grounds Director and the Roads Director shall begin their terms in odd-numbered years.

Section B: Succession

An elected or appointed member of the Board of Directors may only succeed him/herself once, regardless of the capacity served on the Board; however, a Director may exceed his/her term limit after his/her two (2), two (2) year terms are up if no other member in good standing is nominated or the person that is nominated does not accept the position. Then the Director that presently holds the position may accept a two (2)-year extension to his/her term. If someone is nominated and they accept the position, then the current Director would not be allowed to be nominated or run against the newly nominated Director and the 14 (fourteen) month waiting period would be implemented. If a Director has been appointed to fill a term, then that term will not be counted against him/her in terms of the succession. A time period of fourteen (14) months must elapse before a member may run for re-election to the Board of Directors. This provision shall not apply to appointments to Special Committees.

Section C: Qualification

To stand for election, a member in good standing must be at least eighteen (18) years of age. Only one (1) member per household, Corporation or Partnership may serve on the Board of Directors or Trustees at any time. A member may not hold more than one position on either the Board of Directors or the Board of Trustees at any given time.

Section D: Vacancies/Appointments

In order to fill a vacancy on the Board of Directors, a temporary appointment must be agreed to by a majority of the Board of Directors, and must be confirmed by the General Membership at the next General or Special Meeting, whichever comes first. The general membership will be notified of any temporary appointments to be ratified in the next newsletter, and the ratification must be on the agenda. The general membership may nominate an alternate for the appointment at the meeting. The Board may fill a vacancy in the board created by resignation, death, or failure to maintain reasonable qualification to be a board member, including maintaining good standing, or following a vote in favor of removal open to all members in accordance with the terms of the bylaws. Any executive board position that has been filled by an appointee in such instances shall be subject to election within a year following such appointment.

Section E: Resignations

1. Method

Any official (Director), elected or appointed may resign by tendering his or her resignation as follows:

- a. By letter to the Board of Directors which shall be effective as of the date that the letter is received; or
- b. By oral statement of resignation given at a Board of Directors', General or Special Meeting which shall be effective immediately.
- c. All resignations are considered final and may not be rescinded.

2. Association Property

All property such as, but not limited to, records, keys, ledgers canceled checks, etc., of the L.C.P.O.A. must be surrendered within forty-eight (48) hours of the date of resignation.

3. Re-Election

A time period of fourteen (14) months must elapse from the date of resignation before a member may run for re-election or be appointed to hold office.

Section F: Responsibilities of Officers

The responsibilities of all members of the Board of Directors shall include, but not be limited to the following:

1. All Board of Directors

- a. Uphold and abide by the CONSTITUTION and BY-LAWS of the L.C.P.O.A.
- b. Prepare for and attend all meetings of the L.C.P.O.A.
- c. Prepare the L.C.P.O.A. operating budget.
- d. Assist other Board members in need.
- e. Publish an official newsletter to be mailed quarterly, prior to each General Meeting.
- f. Direct and supervise the nominations and elections for Board of Trustees as outlined in ARTICLE VI, Section A.
- g. Any director may nominate a person for vacancy on the Board of Directors or a committee.
- h. Approve appointments to elected positions as outlined in ARTICLE III, Section D and ARTICLE IV, Section D. Approve other appointments as necessary.

2. President

- a. Preside at all meetings of the Association and to hold such meetings in accordance with the agenda.
- b. Make suggestions for appointments to elected positions as outlined in ARTICLE III, Section D and ARTICLE IV, Section D and shall make other suggestions for appointments as necessary. All appointments must be approved by the Board of Directors.
- c. Be authorized to sign for all contract agreements and checks.
- d. Vote to break a tie, but cannot create a tie vote.
- e. Keep the Vice-President informed of all the Association's business at all times.
- f. Surrender all L.C.P.O.A. materials to the newly elected Board of Directors members to ensure an orderly transition from each board to the next.

3. Vice-President

- a. Serve as President Pro-Tempore.
- b. Act as liaison for personnel matters between the Board and the office.

- c. Submit and administer specifications for annual contracts not covered by a specific department, to include, but not limited to insurance and garbage.
- d. Serve as a third-party signatory.
- e. Oversee an annual review of office policies and procedures.

4. Treasurer

- a. Oversee the receipt and deposit of all moneys, interest, etc.
- b. Be authorized to sign checks, oversee the receipt, budget classifications and payments of all the Association's bills.
- c. Oversee all accounting procedures.
- d. Submit a line-item financial statement to the membership at each General Meeting.
- e. Submit a line-item financial statement to the Board of Directors at least once a month.
- f. Prepare and make available all of the Association's records for an annual audit by Certified Public Accountants. Place the audit on the agenda and make copies available to the membership at the next general meeting. Copies of the audit will also be made available prior to the meeting at the L.C.P.O.A. office during regular business hours.
- g. Maintain a running inventory of all L.C.P.O.A. assets and submit an annual report to the membership at the third-quarter General Meeting.
- h. Present the L.C.P.O.A. operating budget to the membership at the fourth-quarter General Meeting.
- i. Bill the membership for all Dues and Assessments.
- j. Assist the Trustees in screening of hardship applications.
- k. Chair the Finance Committee.

5. Recording/Corresponding Secretary

- a. Record, transcribe, and maintain all minutes of the Association. Original minutes must remain in the L.C.P.O.A. Office. The minutes shall be legible, shall include the board members present and their titles, shall include clear identification of any matters addressed, shall include clear identification of any matters voted on at the meeting, a record of the votes, and a brief explanation of the basis for and cost entailed in the matter which is the subject of the vote. The minutes shall be made available to members in a timely manner before the next meeting and may be identified as "draft" or "unapproved." If a meeting is recorded electronically, a written record shall be taken of the matters addressed and the matters voted on. Members shall have access to the electronic recording, as well as the written record, including the right to make a copy of electronic or written records.
- b. Be responsible for the roll-call of Board of Director members at all meetings of the Association.
- c. Receive, verify and sign the sign-in sheet from the Trustees at all General and Special Meetings of the Association for inclusion in the Minutes.
- d. Be signatory of all contracts along with the President.
- e. Maintain the Corporate seal.

- f. Notify all Board of Director members of all meeting changes.
- g. Prepare all correspondence as directed by the Board of Directors in a timely manner.

6. Legal Director

- a. Serve as liaison with the Attorneys and the Board of Directors.
- b. Serve as the Board of Director appointed representative for the L.C.P.O.A. in legal matters when deemed appropriate.
- c. Maintain an inventory of all safe deposit box items, their entries and withdrawals. The safe must be inventoried on a regular basis.
- d. Oversee the By-Laws Committee when deemed necessary by the General Membership.

7. Buildings and Grounds Director

- a. Be responsible for any maintenance/improvement of all L.C.P.O.A. facilities, other than roads.
- b. Be responsible for the rental of the clubhouse and the observance of L.C.P.O.A. use rules regarding the clubhouse.
- c. Oversee the implementation of any contract related to the clubhouse and/or L.C.P.O.A. facilities, other than roads.
- d. Maintain a running inventory of all buildings and/or equipment within the department and submit a quarterly report to the Board of Directors.
- e. Oversee the implementation of all lake treatment and water testing programs.
- f. Shall be the Environmental Officer of the Board of Directors.

8. Recreation Director

- a. Be responsible for the implementation of a summer beach/swim program.
- b. Organize and oversee all recreational programs.
- c. Be liaison between the L.C.P.O.A. and any sponsored organization such as Scouting, Aerobics, Crafts, etc.
- d. Maintain a running inventory of all equipment within the department and submit a quarterly report to the Board of Directors.

9. Roads Director

- a. Be responsible for the implementation of any road maintenance, road construction, and snow/ice removal contracts and/or projects.
- b. Solicit and receive bids for such work, and present the Bids to the Board of Directors for a vote to award or cancel such road-related contracts.
- c. Review, approve and/or seek the re-submittal of all road related bills.

ARTICLE IV: BOARD OF TRUSTEES AND TERMS OF OFFICE

Section A: Term of Office

Board of Trustee members shall serve a two (2) year term. The term of office will begin on January 1 following their election. Two members of the Board of Trustees shall begin their terms in even-numbered years, and the third shall begin his/her term in odd numbered years.

Section B: Succession

An elected or appointed member of the Board of Trustees may succeed him/herself.

Section C: Qualifications

To stand for election, a member in good standing must be at least eighteen (18) years of age. Only one (1) member of a voting unit may serve on the Board of Trustees at any time. During any term of office, only one (1) member of a voting unit may serve on either the Board of Trustees or the Board of Directors.

Section D: Vacancies

In order to fill a vacancy on the Board of Trustees, an appointment must be agreed to by the remaining Trustees and must be confirmed by the General Membership at the next General or Special Meeting, whichever comes first.

Section E: Resignation

1. Method

Any official (Director), elected or appointed may resign by tendering his or her resignation as follows:

- a. By letter to the Board of Directors which shall be effective as of the date that the letter is received; or
- b. By oral statement of resignation given at a Board of Directors', General or Special Meeting which shall be effective immediately.
- c. All resignations are considered final and may not be rescinded.

2. Association Property

All property of the L.C.P.O.A. must be surrendered within forty-eight (48) hours of date of resignation.

3. Re-Election

A time period of fourteen (14) months must elapse from the date of resignation before a member may run for re-election or be appointed to hold office.

Section F: Responsibilities of Trustees

The responsibilities of all members of the Board of Trustees shall include, but not be limited to the following:

1. All Board of Trustees

- a. Uphold and abide by the CONSTITUTION and BY-LAWS of the L.C.P.O.A.
- b. Conduct a quarterly review of the accounting records and report to the General Membership of their findings.
- c. Validate the sign-in sheets at General and/or Special Meetings.
- d. Direct and supervise the nominations and elections of Board of Directors as outlined in ARTICLE V, Section A.
- e. Conduct General or Special Meetings of the Association as outlined in ARTICLE II, Section B-1b.
- f. Prepare for and attend all meetings of the L.C.P.O.A.
- g. Serve as Parliamentarian of the L.C.P.O.A.
- h. Supervise the installation and swearing-in ceremony for new Board of Director members.
- i. All Trustees will screen hardship applications with the Treasurer. Such cases must be substantiated by the applicant and the burden of proof will be upon them. The Trustees will present the applications to the Board of Directors who will have the final vote, with the exception of the Treasurer who will not vote. The name and account number will not be revealed by the Trustees or the Treasurer to the Board of Directors.
- j. Certify voter eligibility on all mail ballots and verify the results.

ARTICLE V: NOMINATIONS AND ELECTIONS - BOARD OF DIRECTORS

Section A: Certification

1. Trustees Responsibility

In Board of Director elections, the Trustees will do the following:

- a. Certify voter eligibility.
- b. Certify nominee eligibility to hold office.
- c. Verify all election results.
- d. Remove themselves from the above responsibilities at once if they accept a nomination for the Board of Directors.

Section B: General Elections

1. Nomination Procedure

- a. Nominations will be held at the Second Quarter General Meeting. L.C.P.O.A. shall provide written notice to all members no later than 30 days prior to the Second Quarter General meeting informing them of the right to nominate themselves or other members in

good standing for candidacy to serve on the board. Nominations shall be submitted in writing to the Board, stating the name of the nominator, the name of the nominee and the office for which they are being nominated. The deadline to submit nominations shall be provided in the notice.

- b. All members in good standing , eighteen (18) years of age or older are eligible to nominate or hold office.
- c. No person shall be nominated for more than one (1) elected position on the Board of Directors.
- d. A nomination for an office made orally at the Second Quarter General Meeting must have a second.
- e. Candidates nominated will be contacted to confirm their willingness to serve.

2. Election Procedure

- a. Regardless of the number of lots owned or the number of eligible voters per family, only one (1) vote shall be cast per household.
 - b. An Election Committee will be established and will consist of the Trustees and three (3) tabulators. These tabulators will be chosen from the members present at the Fourth Quarter General Meeting.
 - c. Ballots will be mailed to all members in good standing within thirty (30) days after the Second Quarter General Meeting. Ballots shall contain the names of all persons nominated and found to be in good standing as candidates for the board in alphabetical order by last name; shall not indicate incumbent board members; shall list each candidate's name in the same font, in the same size, and in the same font color and shall indicate what office and term each candidate is seeking. The ballot shall include space for write-in candidates for as many seats as are up for election Any depository for physical ballots shall be secured. All ballots shall be cast in an anonymous manner. The notice may be sent by electronic means if either the affected member has agreed in writing to accept notice by electronic means; or (b) the governing documents permit electronic notices, provided another form of voting by absentee balloting or proxy voting is available.
3. A special Post Office box number will be established to receive ballots. The address will appear on the bottom of the ballot.

Ballots will be opened and counted by three (3) tabulators chosen by the President from the members present at the Fourth Quarter General Meeting. Each tabulator shall sign an oath to execute the duties with strict impartiality and according to the best of their ability. The tabulators shall determine the number of members in good standing, the existence of a quorum, the validity and effect of all absentee ballots, and shall tally the ballots. Any challenges will be heard at that time. The results will be made public at that time and also in the next scheduled newsletter. All ballot tallying shall occur publicly. At the request of the

President, or any member entitled to vote, the tabulators shall make a report in writing of any challenge, question or matter determined by them., which shall be filed with the minutes of the meeting. a. Should there be no successful General Meeting due to a lack of quorum within 90 days of voting, or the December Board meeting, whichever comes first, the Board of Trustees and (3) lake community members may count the ballots at their next Board meeting. The schedule of this vote counting must be posted on the board outside the clubhouse at least 48 hours prior to the meeting. The Ballots will be held after counting to be recounted at the next General Membership meeting under the By-Laws rules stated in Article V: Section B, Paragraph 2c, Sub-item 2.

4. Any ballots received by the Trustees after a pre-determined date listed on the ballot, or not received at the designated postal box, will be declared invalid.
5. The ballots shall be open to inspection by any member of the association for a period of 90 days from the date of the election.

ARTICLE VI: NOMINATIONS AND ELECTIONS - BOARD OF TRUSTEES

Section A: Certification

1. Board of Directors Responsibility

In Board of Trustee elections, the Board of Directors will do the following:

- a. Certify voter eligibility.
- b. Certify nominee eligibility to hold office.
- c. Verify all Trustee election results.
- d. Remove themselves from the above responsibilities at once if they accept a nomination for a Trustee position. The balance of the Board of Directors will fulfill the above responsibilities.

Section B: General Elections

1. Nomination Procedure

- a. Nominations will be held at the Second Quarter General Meeting.
- b. All dues-paying members, eighteen (18) years of age or older are eligible to nominate or hold office.
- c. No person shall be nominated for more than one (1) elected position on the Board of Trustees.
- d. A nomination for an office should have a second.
- e. A nominee should be present to accept his/her nomination or a letter of acceptance must be turned over to the Board of Directors at that meeting.
- f. No member of the Board of Trustees or the Board of Directors will be allowed to place a name into nomination.

2. Election Procedure

- a. Regardless of the number of lots owned or the number of eligible voters per family, only one (1) vote shall be cast per family, resident or property owner.
- b. An Election Committee will be established and will consist of the Trustees and three (3) tabulators. These tabulators will be chosen from the members present at the Fourth Quarter General Meeting.
- c. Ballots will be mailed to all members in good standing within thirty (30) days after the Second-quarter General Meeting.
 1. A special Post Office Box number will be established to receive ballots. The address will appear on the bottom of the ballot.
 2. Ballots will be opened and counted by three (3) tabulators chosen from the membership present at the Fourth Quarter General Meeting. Any challenges will be heard at that time. The results will be made public at that time and also in the next scheduled newsletter.
 - a. Should there be no successful General Meeting due to a lack of quorum within 90 days of voting, or the December Board meeting, whichever comes first, the Board of Trustees and (3) lake community members may count the ballots at their next Board meeting. The schedule of this vote counting must be posted on the board outside the clubhouse at least 48 hours prior to the meeting. The Ballots will be held after counting to be recounted at the next General Membership meeting under the By-Laws rules stated in Article V: Section B, Paragraph 2c, Sub-item 2.
 3. Any ballots received by the Trustees after a pre-determined date listed on the ballot, or not received at the designated postal box, will be declared invalid.
 4. If there are no challenges, ballots will be destroyed immediately after the results have been verified by the Trustees.

ARTICLE VII: SPECIAL ELECTIONS

Section A: Election Procedure

1. In case of a recall election, said election will be carried out at a General Meeting which has been designated for such an election.
2. Notice of such election shall be sent to all members in writing and may be made by personal delivery, by mail, or electronically. It shall be sent not fewer than 14 days and not more than 60 days prior to the date of the election by personal delivery, mail, or electronic means and through the newsletter.
3. If there is more than one (1) nominee per vacant position, then a ballot vote will be conducted by the appropriate committee at that meeting and the results will be made public at that time and also through the next scheduled newsletter.
4. . The ballots shall be open to inspection by any member of the association for a period of 90 days from the date of the election.

ARTICLE VIII: OATH OF OFFICE

Section A: Description

Upon the assumption of an office, the person will take the following designated oath of office and sign the affidavit indicating they have read and will uphold and abide by the CONSTITUTION and BY-LAWS of the L.C.P.O.A.

Section B: Administration

1. Oath

The Oath of Office will read as follows:

"I, (Name of Officer) <pause> hereby acknowledge <pause> that I have received and read <pause> the CONSTITUTION and BY-LAWS <pause>of the L.C.P.O.A. <pause> and I do solemnly swear <pause> to uphold and abide by same."

2. Witnessing

The above affidavit will be signed by the officer with the date of signature and there shall be two (2) witnesses that will sign it the date of their signature.

3. Recording

The minutes of the rendering of the oath of Office will become part of the official minutes of this Association and the signed affidavit must be kept on file.

ARTICLE IX: CODE OF ETHICS

Section A: Confidentiality Agreement

Directors, Trustees and employees are exposed to specific knowledge about the Association and it's members that is legally and personally confidential. To emphasize the importance of this confidence given by the membership, all Directors, Trustees and Employees are required to read and sign a "Confidentiality Agreement". This agreement will be witnessed and recorded along with the Affidavit of Oath described in Article VIII.

Section B: Ethical Guidelines

An employee, Director or Trustee shall avoid any action which might result in or create the appearance of the following:

1. Using his or her office for private gain.
2. Giving preferential treatment to any person.
3. Impeding the efficiency or economy of the L.C.P.O.A.

4. Losing complete independence or impartiality.
5. Affecting adversely the confidence of the members of the L.C.P.O.A. and the integrity of the L.C.P.O.A.
6. An employee, Director or Trustee of the L.C.P.O.A. shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who has or is seeking to obtain contractual or other business or financial relations with the L.C.P.O.A. or has interests that may be substantially affected by the performance of the official duties of the employee, Director or Trustee of the L.C.P.O.A.
7. Any employee, Director or Trustee of the L.C.P.O.A. who contemplates any such action which might result in or create the appearance of a conflict of interest involving himself-herself or an affiliated person, shall refrain from taking such action.
8. However, if such employee, Director or Trustee believes that such action may be to the substantial benefit of the L.C.P.O.A., he or she may, before taking such action, fully report such to a quorum of the Board of Directors of the L.C.P.O.A. for prior approval. The Board of Directors will have the option to pre-approve any such action which might result in or create the appearance of a conflict of interest provided such action is to the material benefit of the L.C.P.O.A.; however, a 100% affirmative vote of the Board of Directors will be necessary to approve such action. Furthermore, the written minutes of the Board of Directors shall fully document such action. In addition, full disclosure of all such matters shall be printed in the next regularly scheduled newsletter following such action.
9. Full disclosure must include all pertinent information, including, but not limited to the following:
 - a. Names of all persons involved.
 - b. Amounts involved.
 - c. Full description of action which might result in or create the appearance of a conflict of interest.
 - d. Full justification of the Board of Director's approval of such action.
10. The willful failure of an employee, Director or Trustee of the L.C.P.O.A. to obtain pre-approval of an action which might result in or create the appearance of a material conflict of interest will constitute a resignation. Such resignation shall not become effective until accepted by the Board of Directors of the L.C.P.O.A.

Section C: Definitions

1. Conflict of Interest

"Conflict of Interest" means a conflict or the appearance of a conflict between the interests of an affiliated person(s) or employee(s) of the L.C.P.O.A., Inc. and the performance of his/her services for the L.C.P.O.A..

2. Affiliated Person

The term "Affiliated Person" of the L.C.P.O.A. means the following.

- a. A Director or Trustee of the L.C.P.O.A.
- b. A spouse of a Director or Trustee of the L.C.P.O.A.
- c. A member of the "Immediate Family" of a Director or Trustee of the L.C.P.O.A. who has the same home as such person.
- d. Any Corporation or organization (other than the L.C.P.O.A. or Corporation or organization through which the L.C.P.O.A. operates) of which a Director or Trustee of the L.C.P.O.A. is an officer or partner or is directly or indirectly either alone or with his/her spouse, the owners of 10% or more of any class of equity securities or the owner with any other Director or Trustee of the L.C.P.O.A. and their spouses of 5% or more of any class of equity securities.
- e. Any trust or estate in which a Director or Trustee of the L.C.P.O.A. has a substantial beneficial interest or as to which such person or his/her spouse serves as Trustee in a similar fiduciary capacity.

3. Immediate Family

The term "Immediate Family" of any natural person means the following (whether by full or half blood or by adoption):

- a. Such person's spouse, father, mother, children, brothers, sisters, and grandchildren.
- b. The father, mother, brothers and sisters of such person's spouse.
- c. The spouse of a child, brother or sister of such person.

4. Employee

The term "Employee" means the following:

- a. Any full or part-time employee of the L.C.P.O.A.
- b. Any full or part-time independent contractor who works directly under the Board of Directors of the L.C.P.O.A. or who reports on a regular basis to the Board of Directors of the L.C.P.O.A.-

5. Person

The term "Person" means an individual, a Corporation, a firm, a partnership, a society, a joint stock company or any other organization or institution.

ARTICLE X: IMPEACHMENT/REMOVAL FROM OFFICE/RECALL ELECTION

Section A: Impeachment

1. Grounds for Impeachment

The following shall constitute grounds for Impeachment of Officers/Directors/Trustees:

- a. Failure to conform to the responsibilities of his/her office.
- b. Irresponsibility in the performance of duties.
- c. Absence from three (3) consecutive Board of Director Meetings without just cause.

- d. Conviction of a crime.
- e. Failure to abide by the by-laws.

2. Procedure

- a. A charge must be made at a General or Special Meeting. The charge will include article and section of the by-laws. A minimum of five voting members present at the meeting must agree on making the charge of impeachment.
- b. The accusations and supporting evidence will be turned over to an Impeachment Committee within 48 hours. The Impeachment Committee will consist of seven (7) members chosen from the members present at the time the charges are made. Three (3) alternates will also be chosen at this time. The ten members will be chosen by lottery. Members of the Impeachment Committee are not to include current board members or trustees. Any relationship between potential Impeachment Committee members and the accused or accuser shall be disclosed at the time of the lottery, giving the membership the option of refusal. Any relationship found later shall be cause for dismissal from the committee. The Chairperson will be chosen from and by the members of the Committee.
- c. At the time the charges are made, the accused will surrender all L.C.P.O.A. material to the Board of Directors immediately.
 - 1. The accused will be suspended from his/her duties until the Impeachment Committee makes its final judgment.
 - 2. During this period of suspension of the accused, the remaining Board of Directors will temporarily fulfill the duties of the accused.
- d. The Impeachment Committee shall notify the accused, in writing, via Registered Mail, within ten (10) calendar days, of the charges being made at the General or Special Meeting.
- e. This Impeachment Committee will conduct the hearing(s) and make the final judgment; vote will be by a majority of the Committee.
- f. The Impeachment Committee is autonomous. It is pre-approved for reasonable and necessary expenses which will be paid by the L.C.P.O.A. The expenses shall not exceed \$500.00. If additional money is needed, General Membership approval is required.
 - 1. All expenses are to be documented and substantiated by the Impeachment Committee Chairman and presented along with their final judgment via the next regularly scheduled newsletter.
 - 2. The Impeachment Committee will have direct access to the L.C.P.O.A. attorney if necessary.
- g. The Impeachment Committee shall present their findings or request an extension at the next scheduled General or Special Meeting. These findings will be made a part of the official minutes of the L.C.P.O.A. This committee shall then be dismissed.
- h. The Impeachment Committee shall keep detailed written minutes of all meetings. The minutes will be sealed, turned over to the Legal Director and kept in the safe for a period of seven years. They will only be opened under court order. After seven years the minutes will be destroyed.

- i. The Impeachment Committee will investigate the impeachment charges of one person. For each additional person charged with impeachment, another impeachment committee will be selected. Impeachment committee members may overlap.
- j. The accused retains the right to address the impeachment committee, by appointment, to speak in his or her own defense. The accused may not attend any other impeachment committee meetings.

Section B: Removal From Office

1. If the accused is found guilty, he/she shall immediately be so informed and shall be removed from office and may not run again for any office for a minimum of 26 months, the time period to be determined by the Impeachment Committee and based on the severity of the charges.
2. A Special Election shall be held to fill the vacancy. See ARTICLE VII - SPECIAL ELECTION.

Section C: Recall Election

1. Motion of no confidence

- a. Any member in good standing has the right to introduce a motion of no confidence in the Board of Directors, Trustees or any member thereof. The burden of proof shall be upon the person making the motion.
 1. Such motion must include the person's reasons for the accusations.
- b. If a motion is carried by a majority of the members present, the person(s) accused have the following options:
 1. Immediate resignation.
 2. Stand for recall election.

2. Recall Election

- a. The officer (s) standing for recall shall automatically have their name placed on the ballot if they so desire.
- b. Nomination(s) and election for a recall election shall be held at a Special Election Meeting as outlined in ARTICLE VII - SPECIAL ELECTIONS.

ARTICLE XI: FINANCES

Section A: Budget

The budget for the ensuing fiscal year must be made up and finalized twenty-one (21) days prior to the Designated Dues Meeting. The Budget will be printed in the newsletter, and the newsletter must be postmarked at least ten (10) days prior to the meeting. Dues & Prorated Assessment bills will be mailed no later than 15 days prior to the due date for each payment.

1. Goal

The objective of the fiscal year budget is to forecast the expenses the Association will incur in pursuit of its purpose, Article II, and then apportion those costs equitably to the Membership.

2. Content

The Budget will be broken down into the major categories, one for each Director, with the exception of the Road Director, an Administrative Budget, managed by the President, Vice-President, and Treasurer, and the Sanitation Budget.

- a. The Road Director will have two (2) Budgets. 1. For Snow Removal, Sand & Salt. 2. For Pot Hole Repair & Reconstruction of Roads.
- b. If snow plowing exceeds the budgeted amount, there will be a supplemental billing to make up the shortfall. Under spent moneys in the snow plowing budget will be carried over to the next year's budget. Any moneys reimbursed by any governmental entity, agency or authority for road maintenance, whether for snow plowing or otherwise, will be credited to the snow plowing or road maintenance budget as appropriate for the following year to reduce the amount required from the general membership.
- c. Moneys cannot be transferred between Budgets (i.e. general categories such as Recreation to Roads) without General Membership approval, at a Special or General Meeting.

3. Expenses over \$1,000.00

All expenses Budgeted over \$1,000 will be explained in detail at the Designated Dues & Prorated Assessment Meeting.

4. Unapproved Budget

If a new budget is not passed by the General Membership in attendance at the Designated Dues General Meeting, then the previous budget will remain in existence until the new budget is adopted. A new budget must be presented within 45 days, at a Special or General Meeting, whichever comes first. If not passed, continue to extend in 45 day increments until passed.

5. No Quorum

If no quorum is reached after two (2) attempts to have a quarterly meeting, the budget will pass as presented in the newsletter, with no more than a 5% increase over the prior year's approved budget.

Section B: Dues

The Board of Directors shall recommend annual (fiscal year) Dues & Prorated Assessments as shall be reasonably required to meet the annual Budget required to continue the existence and services of the L.C.P.O.A.. L.C.P.O.A. calendar year dues increases shall not exceed 10% of the current assessment. Such recommendations will be presented to the membership for their approval at a designated Dues Meeting. Any and all dues increase proposals exceeding 10% shall be treated and handled as a special assessment as outlined in Section 5 of Article XI.

Section C: Dues Payment

1. The yearly Dues and Prorated Assessments will be divided into four (4) equal payments.

2. Each payment will be due by the 15th day of the following months: February, April, June and August.
3. A bill consisting of all current and past Dues & Prorated Assessments owed will be sent out four (4) times per year.
4. A reminder will be posted on the Community Bulletin Board the month each payment is due.
5. A late fee of \$25.00 will be assessed on all payments postmarked more than 15 days late.
6. In addition to any late fees, if the matter is referred to a collection agency and/or attorney, the member shall be required to pay reasonable attorney's fees and court costs in addition to the outstanding balance.
7. There will be assessed to each account a \$50.00 fee for any and all returned checks. Said check will be re-deposited. A second \$50.00 fee will be assessed and possible legal action will follow if the check should not clear after being re-deposited.
8. The L.C.P.O.A. shall have a lien on any members' real property within the L.C.P.O.A. for all unpaid membership dues, assessments, and/or fees, including attorney's fees, together with the late payments charges thereon, for the collection thereof, which lien shall be effective and may be foreclosed in the following manner:
 - a. Such lien shall be effective from the date of filing in the Sussex County Clerk's office, until discharged;
 - b. Such lien shall set forth the name and address of the record owners, a description of the property, and the sums due and payable to the L.C.P.O.A. as of the filing date. Upon making full payment of all amounts secured by the lien, the property owners shall be entitled to a recordable satisfaction of lien;
 - c. Lien of unpaid dues, assessments and/or fees, including attorney's fees, together with the late payment charges thereon, may be foreclosed by the L.C.P.O.A. in the same manner as a foreclosure of a mortgage on real property;
 - d. Any suit brought to recover a money judgment for unpaid dues, assessments and/or fees, including attorney's fees, together with the late payment charges thereon, shall not be construed as a waiver of part of the lien securing same.
9. Hardships: Any member who is experiencing a temporary economic hardship may apply to the Trustees for a special payment option. The Trustees will work with the member to avoid late fees, not to reduce the Dues and Prorated Assessments owed. A form must be picked up at the office for submission with the request, prior to the due date.
10. All Trustees and the Treasurer will present the hardship cases to the Board of Directors, who will vote on such cases with the exception of the Treasurer who will not vote. The hardship applicant's name and account number will not be revealed to the Board of Directors or anyone else by the Board of Trustees. The applicant will be assigned a case number. The Board of Directors will be notified of how many years the applicant has applied or been on hardship status.

Section D: Billing Procedures

Accounting policies for reasons of Dues & Assessment billing and collection shall correspond with the Vernon Township Tax Rolls. It is the responsibility of the member to provide proof from the tax office of purchase and combination of lots for proper adjustments to billing. Any billing adjustments will be for January 1st of the next fiscal year.

Section E: Co-signing Checks

The L.C.P.O.A. checks are to be signed by two (2) of three (3) designated members of the Board of Directors.

Section F: Bonding

Any and all persons charged with the responsibility of handling L.C.P.O.A. moneys will be bonded.

Section G: Deposits

L.C.P.O.A. deposits will be held in a federally insured account.

Section H: Bids

All expenditures in excess of \$1,500.00 must be submitted to at least three (3) companies or individuals for competitive bidding and submission to the Board of Directors for awarding. Should the situation arise where three (3) competitive sealed bids are unattainable, expenditures less than \$2,000.00 will require a majority vote by the Board of Directors. Any expenditure greater than \$2,000.00 will require a unanimous vote by the Board of Directors to award the contract. Detailed documentation will be maintained. All contracts must be signed by two officers. (4/10)

Section I: Priorities

The expenditures of the L.C.P.O.A. moneys shall be guided by priorities: taxes, insurance payments and contractual agreements shall constitute the first priorities where applicable.

Section J: Special Assessments

A special assessment is a Board of Director recommended non-budgeted amount of money which is raised from the General Membership for a specific purpose. A special assessment shall be approved by a simple majority of members in good standing. A special assessment shall be voted on at a general or special meeting. The assessment and full details, including topic, explanation and amount, will be on the agenda included in the newsletter.

Section K: Pro-Rated Dues

Individuals purchasing property will have dues pro-rated per diem at the time of closing.

Section L: Reimbursement for Expenses

Elected and/or appointed members of the Board of Directors and/or the Trustees shall be reimbursed for all substantiated expenditures incurred in accordance with L.C.P.O.A. business.

Section M: Senior Citizens Dues Discount

Members in good standing that are Senior Citizens shall be afforded a ten (10%) percent discount on their yearly dues. All members will be eligible for such a discount at sixty-two (62) year of age and must provide proof of such age.

Section N: VETERAN/ACTIVE SOLDIER DISCOUNT

Members in good standing that are Veterans or active soldiers shall be afforded a ten (10%) percent discount on their yearly dues. Proof of service must be provided. This discount shall not be applied if the account is currently receiving a 10% Senior Citizen Discount.

ARTICLE XII: AMENDMENTS

Proposals for CONSTITUTION or BY-LAW amendments can be made at any General or Special Meeting of the L.C.P.O.A. or by resolution of the Board of Directors. Such proposals or resolution must be seconded. Proposals may also be made by a by-laws committee consisting of volunteers. If it is determined by the Board that the proposed amendment is unambiguous and consistent with applicable law and the remaining provisions of the By-Laws, voting on the proposed amendment will be done at a general or special meeting. A three-fourths affirmative vote of members present and voting is required for passage. By-laws voting will be on the agenda and an explanation of the proposed changes will be included in the agenda and mailed out ten days prior to the meeting.

Section A: Passed Amendments

If passed, all members shall receive by mail a copy of the changes made to the by-laws. Amended By-Laws shall be recorded in the Sussex County Clerk's office.

ARTICLE XIII: GENERAL ITEMS**Section A: Guest and Guest Passes**

Guest passes will be issued up to ten (10) guests per family with a refundable deposit.

1. A member NOT in good standing may NOT be a guest of a member in good standing.
2. Other non-members as described in the CONSTITUTION, ARTICLE III, Section B, may NOT be guests.

Section B: Pets

All pets must be properly licensed in accordance with the Vernon Township ordinance and must be leashed at all times. No pets will be permitted in the beach area at any time.

Section C: Firearms

All members shall abide by N.J. State Statutes and Vernon Ordinances with regard to Firearms.

Section D: Snowmobiles

All snowmobiles must abide by N.J. State statues and Vernon Township ordinances regarding same.

Section E: Membership Identification

All members in good standing will be issued identification badges. Any person losing their badge(s) will be charged a fee for its' replacement.

Section F: Vandalism

Vandalism to L.C.P.O.A. property and possessions will be prosecuted by the L.C.P.O.A. to the fullest extent of the law.

Section G: Initiation Fee

Any new subdivision will be subject to a \$400.00 initiation fee on a per lot basis. Title transfers for new or non-members are subject to this fee.

Section H: Motor Bikes, Off-Road Motorcycles, Mini-Bikes, Sport Bikes/Vehicles, Mopeds and three/four wheel ATV's

All such vehicles must abide by N.J. state statutes and Vernon Township ordinances concerning licensing, helmets and speed limits. Use of unregistered, uninsured vehicles on L.C.P.O.A. lakes, roads or properties is prohibited.

Section I: Indemnification

Every Board member, Trustee and members of committees, his/her heirs, executors and administrators will be indemnified against all loss, cost and reasonable expenses incurred by him/her in connection with any action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been a Board of Director member or a Trustee member of the L.C.P.O.A., except as to matters where in he/she shall be finally adjudged in such action, suit or proceeding to be liable for or found guilty of gross negligence or willful misconduct.

Section J: Beach and Boating Safety

No fishing or boating at any time will be permitted in the designated swimming areas. All N.J. state boating regulations will be adhered to. No motors, other than a battery powered trolling motor will be permitted on any lake in the L.C.P.O.A.

Section K: Committee Operation

The Chairman of any standing or appointed committee will have one (1) vote only as do all other members of said committee. A committee may consist entirely of volunteers, with no members necessarily being appointed. A majority vote of any committee will be required for approval. Minutes will be taken at all committee meetings. Minutes will be made available to the Board of Directors except in the case of the Impeachment Committee. Committees should report monthly to the Board of Directors as to their progress.

Section L: Emergency Decisions

When the Board is required to deal with matters of such urgency and importance that delay for the purpose of providing seven days advance notice would be likely to result in substantial harm to the interests of the association, notice of the emergency meeting shall be deemed to be adequate if it is provided as soon as possible. If an emergency situation should arise where an immediate decision is necessary, an attempt must be made to contact all Board members (and Trustees) for their vote. If it is not possible to contact all Board members, the quorum provisions of Article II, Section B are waived, and a decision can be made by two (2) Board members and one (1) Trustee. All information pertaining to the emergency situation must be documented and read into the minutes of the next Board Meeting. Emergency decisions may be made outside the clubhouse in the event of such catastrophe as a blizzard, etc. where a meeting at the clubhouse is impossible. Minutes for emergency action shall be made available to members including the facts establishing the emergency and any prior knowledge of the condition. All emergency decisions must be disclosed in the next newsletter.

Section M: Program Adoption

All recommendations for new programs and/or improvements will be referred to the appropriate committee. Upon a majority vote of the committee, the recommendation will be referred to the Board of Directors for their approval, a majority vote of the Board of Directors will constitute their approval. Any program involving a complete change or addition to existing policy or involving expenditures not included in the annual budget, but not to be considered as an assessment, must be voted upon by the L.C.P.O.A. General Membership at a General/Special Meeting. A majority vote of the attending quorum will be required for passage.

Section N: Severability

If any ARTICLE, Section, Subsection, sentence, clause or phrase of this CONSTITUTION and BY-LAW are for any reason held to be unconstitutional or invalid, such decision or invalidity shall not affect the remaining portions of this CONSTITUTION and BY-LAWS.

Section O: Violations

Any member(s) charged with a violation of the rules of the L.C.P.O.A. or charged with conduct injurious or detrimental to the morals, order, peace, interest or welfare of the L.C.P.O.A. must be so charged in writing by one (1) or more members, addressed to the President of the L.C.P.O.A.. The President shall inform said member thereof, in writing, furnishing him/her with a copy of such charges and provide him/her at least ten (10) days notice to appear before the Board to answer the charges as preferred. If upon inquiry and hearing, the Board shall be satisfied with the truth of the charges, they shall recommend that said member be restricted or denied certain L.C.P.O.A. privileges; the degree and duration of such restrictions shall be at the discretion and judgment of the Board of Directors, such a decision is final and there shall be no appeal.

Section P: Finance Committee

1. The Finance Committee will be a three (3) or four (4) member Board, appointed by the Board of Directors by a majority vote, to serve a two (2) year term starting in June. The Finance Committee will

be autonomous for its term and be responsible to oversee the budget and its implication, in respect to income and expenditures.

2. The Finance Committee will work under and be chaired by the Treasurer, and report to the Board of Directors.
3. The Finance Committee will have access to all income deposit totals, but not to individual accounts, and to all expenditures. These will be provided either through the Treasurer or Board of Directors.

Section Q: Conveyance of Property

No L.C.P.O.A. owned real estate shall be purchased, sold, mortgaged, exchanged or otherwise disposed of, nor shall any buildings, or additions thereto, be constructed or demolished unless the Community shall adopt a resolution authorizing the Officers to effect such purchase, sale, mortgage, exchange, disposal, construction or demolition and such resolution is approved by the affirmative vote of not less than two-thirds of all of the general membership in attendance at the general or special meeting. Written notice of the details of such proposed purchase, sale, mortgage, exchange, disposal, construction or demolition will be fully disclosed in the newsletter prior to the meeting.

Section R: Association Property

All property of the L.C.P.O.A. in the possession of any official who resigns, including but not limited to records, keys, ledgers, canceled checks, etc., must be surrendered within forty-eight hours of the date of resignation.

Section S: Surveillance Equipment

Board members will only view LCPOA surveillance videos from the Clubhouse office. All surveillance video records are the private property of the LCPOA. No one will be permitted to view LCPOA surveillance video remotely online at any time.

Section T: Alternate Dispute Resolution

L.C.P.O.A. shall provide a fair and efficient procedure for the resolution of disputes between individual unit owners and the association, and between unit owners, which shall be readily available as an alternative to litigation.