

# Lake Swannanoa Homeowners Association By-Laws

These By-Laws have become effective when approved in  
accordance with Article XII Section 2.

(Originally approved by Membership November 14, 2008)

Amendments may be incorporated at a special meeting or the annual meeting of the general membership. Any amendment must be disseminated by mail at least 14 days (fourteen days) prior to the meeting.

Amendments must be approved by two-thirds of those members in attendance.

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## ARTICLE I. - GEOGRAPHIC BASIS, NAME, AND AGENT

GEOGRAPHIC BASIS: Homeowners whose properties border Lake Swannanoa and properties incorporated in the Ringling Manor Estates Maps as filed in the Morris County Clerks Office including:

1. Map entitled Ringling Park Corporation, Lake Swannanoa, Section A, Filed in the Morris County Clerks Office on October 27<sup>th</sup> 1930 as map #883D.
2. Map entitled Ringling Park Corporation, Lake Swannanoa, added to Section A, filed in the Morris County Clerks office on September 10<sup>th</sup>, 1932 as map #927E
3. Map entitled Ringling Park Corporation, Lake Swannanoa, Section B, filed in the Morris County Clerks Office on May 8<sup>th</sup>, 1931 as map #893D.
4. Map entitled Ringling Manor, Inc. Lake Swannanoa, Section E, filed in the Morris County Clerks Office on November 12, 1953 as map#1443F.
5. Map entitled Ringling Manor Inc. Lake Swannanoa, Section F, filed in the Morris County Clerks Office on March 27<sup>th</sup>, 1952 as map #1308F.
6. Map entitled Ringling Manor Inc. Lake Swannanoa, Section D, filed in the Morris County Clerks Office on August 24<sup>th</sup>, 1949 as Map #1197e
7. Map entitled Sleepy hollow Subdivision, 1997 Tax Block 337, Lots 1,1.04,2.054 and Block 336 lot 30.

NAME: The name of this organization is the Lake Swannanoa Country Club, t/a Lake Swannanoa Homeowners Association, hereinafter referred to as “LSHA”. It is the intent to dissolve the Lake Swannanoa Sentinel Society, Inc., a non-profit corporation registered in the State of New Jersey. It is the further intent that the Lake Swannanoa Country Club, Inc., will remain in full force and effect but will be known as the Lake Swannanoa Homeowners Association.

All contracts, covenants and obligations shall be assumed by the Lake Swannanoa Country Club, t/a Lake Swannanoa Homeowners Association. All obligations and commitments made by the members to the Swannanoa Sentinel Society will now be contractual to LSHA.

Lake Swannanoa Homeowners Association By-laws are a contract between members. They cannot be suspended or waived because they are inconvenient.

AGENT: The Registered Agent of the corporation shall be the Treasurer or other person designated from time to time by the Board. The postal address shall be PO BOX 2385, Oak Ridge, N.J. 07438

## ARTICLE II. - PURPOSES AND OBJECTIVES

The goals of the LSHA shall include the following:

To protect and enhance the waters of Lake Swannanoa and the lands surrounding the Lake so that its members may enjoy fishing, swimming, boating, ice skating and other recreational activities.

To provide members with the opportunity to enjoy, recreational, and educational activities of Lake Swannanoa in an approved and safe environment.

To establish, promote, and enforce guidelines and regulation that will preserve and maintain the privacy, serenity, beauty and the natural resources of Lake Swannanoa and its environs.

To guard against discord, annoyance, disorder, disturbance and trespassing and to formulate rules and regulations for the use of the properties.

To acquire, hold, own and provide for the care, maintenance and control of all of the property used in common by the members.

To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration of Covenants and the By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of business of the association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

To have and to exercise any and all powers, rights, privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

### **ARTICLE III. - MEMBERSHIP**

**Section 1.** Membership in the LSHA is obligatory for property owners who have signed the covenant to Lake Swannanoa (LSSSI) or have acquired property subject to the covenant by title transfer or inheritance. Property owners subject to covenant obligations are Covenant Members. A lot subject to the terms and conditions of the Declaration of the Covenants affecting properties surrounding Lake Swannanoa, Jefferson Township, Morris County, N.J. is recorded in the Morris County Clerks office in Deed Book 3329 at Page 244, etc.

The covenants shall be binding upon each signer's heirs, successors and assignees as long as they shall own title to the covenanted property. And that such covenants shall run with land. Each purchaser of a covenant property is obligated to pay when due all initiations fees, dues, transfer fees, and assessments of the Lake Swannanoa Homeowners Association. All dues, fees, and assessment of the Lake Swannanoa Homeowners Association due, or to become due are a lien against his or her property. Membership privileges will not be granted on resale of property until all dues, assessments, legal fees (if applicable), and transfer fees in arrears are paid in full.

**Section 2.** Persons owning property on or around Lake Swannanoa included in the filings of Ringling Manor Estates or Park Corp. not covered by the existing covenant may acquire covenant (voting) rights by paying a fee determined by the Board of Directors.

**Section 3.** The above covenant memberships are subject to the annual dues and assessments as determined by the Board. Dues are to be set by the Board of Directors. Annual dues *may be paid in full* or paid in two installments, dates to be determined by the Board. Late fees and interest charges will be charged on all invoices not paid *within thirty days of the invoice due date*. Legal and collection fees may be assessed on overdue accounts in arrears greater than sixty days. Extension of the sixty days in cases of hardship as reasonably demonstrated to the Board may be granted. Request for extensions must be made before the 60 day period.

For Example: Invoice due: January 30

No Payment as of January 30: Late fee posted and interest begins to accrue

No Payment as of Feb 28: Interest posted to account monthly, 30 day collection process may begin

**Section 4. Special Auxiliary Memberships (SAM):**

- SAM TYPE I – will be available and granted to homeowners living within the geographic area within the Ringling Manor Estates and the Sleepy Hollow Subdivision and who do not wish to sign the Covenant but desire to enjoy the benefits of lake membership on a full year usage basis.
- SAM TYPE II – To those like homeowners described above but only desire lake usage privileges during the summer period, i.e., end of the school year through Labor Day.
- SAM TYPE III – Limited usage of LSHA properties and posted access trails, times of access, usage and duration. This membership does not permit for boating, fishing, swimming, ice skating, or other activities on or about the waters of Lake Swannanoa.

Rates for these special auxiliary memberships will be determined by the Board. Special Auxiliary Memberships will not have voting rights nor will holders of these special auxiliary memberships be able to hold office. Memberships are not transferrable.

**Section 5.** Membership shall not be restricted in any manner because of gender, race, color, religion or national origin.

**Section 6.** Membership privileges of the LSHA shall be limited to individuals only, except that no more than TEN (10) persons from any Corporation, Partnership, Association, Fraternal Organization or similar body shall be entitled to Membership privileges. Additional lake privileges can be obtained on a daily basis for a nominal fee. Daily charge is determined by the board as outlined in the yearly budget.

**Section 7.** The relatives of the immediate family of Members residing in the same residence shall also be Members. Five Beach Tags will be issued to each household. If resident immediate family members exceed five then additional tags will be issued.

**Section 8.** Guest privileges may be granted see Section 6.

**Section 9.** Covenant membership in the LSHA is not transferable except by conveyance of property transfer. All dues, assessments, interest, and fees must be current in order to vote and utilize the Lake as a covenant member in good standing.

**Section 10.** A member in good standing is a member who has paid to LSHA all fees and assessments as may be set and determined by the Board and complies with the By-laws and the Rules and Regulations adopted by LSHA. Members in good standing shall be afforded all the rights and privileges of membership. Members who are not in good standing shall not be afforded any of the rights and privileges of members who are in good standing.

Once a non-covenant property that has enjoyed "grandfathered" status is sold and/or transferred this status does not convey or transfer to the new owner. Grandfathered status was permitted to individuals who were members before the covenant was signed and wished to use the lake. To maintain grandfathered status, a member account was required to be current. Grandfather status was not tied to a property; therefore, it is not a transferrable status. New owners of grandfathered properties will be offered the opportunity to sign the covenant. At the time of signing, the new owners will be responsible for any costs and fees that are applicable.

All lakefront property owners must be covenant members so that they can cross the commonly-owned 10' strip to access the lake directly from their property.

## **ARTICLE IV. - GOVERNING BODY, DUTIES OF OFFICERS AND BOARD MEMBERS**

**Section 1.** The governing body shall consist of a 9 member board of directors. Each director shall be a member in good standing. A quorum of the board of directors is defined as 2/3 of the **seated** members.

The Officers of the LSHA shall be a President, a Vice-President, a Recording Secretary, a Corresponding Secretary a Treasurer and four at-large members.

**Section 2.** The Officers shall be elected by a majority vote of the Board.

**Section 3.** The Board shall appoint an Officer as the Chair of the Nominating Committee, each year. Such Chair shall recruit a minimum of three (3) Members in good standing to this committee. The duty of the Chair of the Nominating Committee shall be to oversee the Election, and with the entire committee if available, but not less than three people, will count the ballots received. They will then post the names of the elected candidates. Candidates for the position of a Board member must be members in good standing. Members serving as part of the nominating committee are restricted from running for office.

Covenant members wishing to be considered for election to the Board shall contact the nominating committee chairperson prior to the next general membership meeting. Nominations from the floor will also be considered.

**Section 4.** It is the duty of the Board members to attend all duly convened meetings. A Board member who absents himself or herself from attendance at three consecutive duly convened meetings within the fiscal year without just cause, shall be subject to removal from office. If upon inquiry and hearing, the Board is convinced that no just cause existed for the absenteeism, the Officer or other member may be removed from office by a two-thirds vote of the Membership. Such Board member so removed shall be replaced in accordance with the provisions of Article IV Section 8.

**Section 5.** Members of the Board of Directors shall be elected at the annual meeting by a majority of the vote of the members entitled to vote, present and voting. For the initial election of the LSHA Board Members, all nine (9) Board Members will be elected at the first meeting. Five (5) Board Members will be elected for a term of two (2) years and four (4) Board Members will be elected for a term of one (1) year. Following the initial election, each member of the Board of Directors shall hold office for a period of two (2) years.

**Section 6.** An Organizational board meeting shall be called by the nomination committee within 2 weeks of the election meeting to seat the executive board.

**Section 7.** The Board of Directors shall meet at least once a month at a place and time mutually agreed upon. A quorum shall be present to conduct a meeting. Five (5) days notice shall be given to all members of the Board of Directors for all meetings. Notices shall include any pertinent information and shall be sent via regular mail or email. All meetings of the Board of Directors shall be conducted in accordance with Robert's Rules of Order.

**Section 8.** Any vacancy on the Board shall be filled by the Board's appointment of a member in good standing. The Board shall solicit interest in the vacancy by mail and electronic notice to determine a pool of interested members before a selection may be made.

**Section 9.** The President, or in his or her absence the Vice President, shall convene and preside over all official meetings of the Board and meetings of the membership.

The President shall be responsible for the administration and direction of all LSHA affairs, subject

at all times, however, to the By-Laws and to such policies as may be adopted by the Board.

**Section 10.** The President and the Corresponding Secretary shall sign all written contracts and written obligations and documents of the LSHA which have been authorized by proper vote of the Board.

**Section 11.** The President shall appoint all committee chairs, except for the Chair of the Nominating Committee, as shall be deemed necessary and shall act as ex-officio member of every such committee appointed by him. Said the Chairs shall be approved by the Board.

**Section 12.** The Vice President shall perform such duties as may be delegated by the President or by the Board. In the absence of the president or in the event of his or her death, inability, or refusal to act, the Vice President shall perform the duties and be vested with the authority of the President.

**Section 13.** The Officers shall perform such administrative duties as may be delegated by the President.

**Section 14.** The Recording Secretary

- shall be custodian of all records,
- shall be responsible for the issuance of the minutes of all official meetings.
- shall maintain a file of all official reports of the LSHA

**Section 15.** The Corresponding Secretary

- shall conduct and carry on all correspondence at the direction of the President;
- shall notify all members of Membership Meetings.
- shall be responsible for the corporate seal of the LSHA.
- shall collect, log and distribute all LSHA mail
- shall perform such other duties as may be delegated by the President.

**Section 16.** The Treasurer

- shall be responsible for all of the financial records of the LSHA;
- shall issue all checks to cover disbursements of the LSHA, in accordance with these By-Laws;
- shall make all payments, as may be required by law, to Federal and State governments covering the employment of LSHA personnel;
- shall prepare and deliver financial reports at each official meeting of the Board as well as at the Membership Meetings;
- shall provide a proposed budget for approval by the membership;
- shall present the LSHA books for accounting review in April of each year;
- shall bill and collect the dues and assessments;
- shall coordinate any legal and collection processes;
- shall perform such other duties involving the disposition of LSHA Funds as directed by the President and as authorized by the Board.

**Section 17.** The Board shall vote on overall LSHA policy. The Board may appoint a special committee to investigate legislative problems or to perform research in any area deemed necessary to support the aims of LSHA.

**Section 19.** An elected Board member may only hold any board position for two consecutive terms and may not return to a board position until one year has passed following the completion of his or

her term.

**Section 20.** If the nominating committee cannot successfully recruit candidates for nomination to the Board and during the scheduled meeting for elections, and if no persons present himself or herself for consideration at said meeting, then the above term limits are suspended until the next scheduled election meeting.

**Section 21.** In the event that there are more than five (5) Board Members to be elected at an annual election, five (5) Board Members shall be elected for a term of two (2) years and the other Board Members to be elected shall be elected for a term of one (1) year.

**Section 22.** The Board may permit electronic voting by consenting members provided that the administration of electronic voting is consistent with applicable laws and regulations.



## **ARTICLE V. - MEMBERSHIP MEETINGS**

**Section 1.** The Membership Meetings shall be a minimum of two meetings per year.

1. General Membership Meeting- Second quarter of each calendar year. This would be the meeting used to plan and vote on any issues concerning the Summer.
2. Election & Annual Meeting- Fourth quarter of each calendar year.

All Meetings shall be called by the President and announced by the Corresponding Secretary in writing and/or by Electronic notification of consenting members with fourteen (14) days' notice to all Members. Included with all meeting notifications should be a copy of the following:

- a. Meeting time, date, purpose, and agenda.
- b. Meeting minutes of previous meeting.
- c. Overview of proposed items to be voted on.

Electronic notification of consenting members will be permitted. The meeting shall be held at a place and time convenient to a majority of the Members and may be adjourned by a majority of those present. Only Members in good standing are entitled to vote. A quorum shall consist of TEN percent (10%) of Members in good standing and the agenda should include the following:

- a. Minutes of previous meeting.
- b. Reports of committees.
- c. Old business.
- d. New business.
- e. Public questions or comments from Members in good standing.

**Section 2.** All meetings of the LSHA shall be conducted in accordance with Roberts' Rules of Order.

**Section 3.** If no quorum shall be present at the convened meeting, the meeting shall be adjourned to a time and place convenient to a majority of those present until a quorum can be present.

**Section 4.** Seven (7) days notice shall be given by mail to each member of LSHA as notification for all special meetings of the general membership. Notification shall state the agenda of the meeting. The special meeting of the membership may be called by the Board or the President. The purpose of the meeting must be specified and limited thereto.

## **ARTICLE VI. - LSHA FUNDS**

**Section 1.** In order that the objectives of the LSHA may be fulfilled and that the expense for maintaining the LSHA shall be equitably distributed, all covenant property owners having residences at Lake Swannanoa at Ringling Manor Estates shall be assessed equally for capital improvement charges

with normal dues and all assessments, on an annual basis, for each property. Property owners owning qualifying unimproved lots shall be assessed equitably, for capital improvement charges associated with normal dues bills and assessments on an annual basis, for each lot.

**Section 2.** LSHA funds shall be used only for the objectives and purposes of the LSHA, and only in such manner as shall be approved by the Board and established by the annual budget. Non-budgeted expenditures in excess of 10% of the established budget must be approved at a membership meeting.

**Section 3.** The President, Treasurer, Secretary and any others handling LSHA funds shall be bonded.

**Section 4.** All LSHA funds shall be initially deposited in checking accounts with banks insured by the Federal Deposit Insurance Corporation. Available LSHA funds may be transferred from the checking accounts by the Treasurer and primarily invested in federally insured Savings Accounts or Certificates of Deposit or in U.S. Treasury Bonds, Notes and Bills with the approval of the board.

**Section 5.** No Board member shall be paid a salary, compensation or benefit for his services. Services pursuant to the timely functions of fiduciary operations may be contracted out only with board approval.

**Section 6.** Employees necessary for the operation of the LSHA shall be paid on a salary or hourly basis as provided for in the yearly budget drafted by the Board.

**Section 7.** Any proceeds from special events or fund raisers should be deposited with the Treasurer with the appropriate checks being issued for payments for any expenses.

## **ARTICLE VII. - MEMBERSHIP BADGES**

Upon payment of dues and membership assessments, covenant and SAM members in good standing will be issued color-coded Beach badges. Badges must be carried by members using lake facilities year round. Also, a quantity of Watercraft decals identifying qualifying membership (covenant or SAM I or II) will be issued to those members owning watercraft. All boats, kayaks, canoes, and other watercraft must display a current lake decal.

## **ARTICLE VIII. - LSHA PROPERTY**

No LSHA 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 Board 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 two-thirds (2/3) cast by Members in good standing providing the Deed(s) does not have any provisions restricting such activities. All proceeds from a sale shall be deposited in the Capital Improvement Fund for use as deemed necessary.

## **ARTICLE IX. - AMENDMENTS TO BY-LAWS**

**Section 1.** The By-Laws of the LSHA may be amended, supplemented or repealed by approval of two-thirds (2/3) of the votes cast by Members in good standing, provided that such proposed amendment,

supplement or repeal shall have been first submitted to the Board and provided also that a copy of such amendment, supplement or repeal, has been mailed to each owner as described in Article V, Section 1 for consideration at least fourteen days prior to the vote. Amendments may be incorporated at a special meeting or the annual meeting of the general membership. Amendments must be approved by two-thirds of those members in attendance.

**Section 2.** Notwithstanding Section 1 of this Article, the initial submission of these By-Laws to the Members for approval shall be considered approved if two-thirds signify an affirmative vote of the ballots cast.

## **ARTICLE X. - BOATS, VEHICLES AND MECHANICAL DEVICES**

Boats, vehicles and mechanical devices of any type powered by or bearing combustion engines are not permitted on Lake Swannanoa unless needed for rescue, safety, maintenance or as authorized by the Board. SAM II members' watercraft must be removed from the water and shoreline immediately after Labor Day.

## **ARTICLE XI. - COMMITTEES**

The LSHA shall maintain such standing committees as shall be determined by the President, from time to time, and committee chairmen shall be appointed as per the provisions of Article IV, Sections 3 and 4.

## **ARTICLE XII. - PROPERTY COVENANTS**

**Section 1.** No trade or business of any kind or description shall be carried on, on the Members' premises or any part thereof, by the Member or by any person or persons by his or their procurement, authority or consent, which would require a Member's residence to have a sign on the property, identifying such business. Currently there exists three exempted members considered offering services which are: The Capuchin Fathers OFM (CONFERENCE CTR AND RETIREMENT HOME), SONNY'S RESTAURANT AND LAKESIDE CARE HOME.

**Section 2.** The Member's premises shall be occupied and used by the Member and not otherwise. Covenant Members' residences under rental or lease agreements convey membership privileges to the Lessees. Membership dues and assessments are the responsibility of the covenant member. Lessees of non-covenant properties may purchase SAM memberships that correspond with their term of tenancy.

**Section 3.** No building shall be erected or maintained on the Member's premises unless it conforms to the Jefferson Township Land Development sub code.

**Section 4.** Docks may be constructed within the guidelines as established by the association. Application to the board for dock construction shall be to review compliance with established guidelines. Docks are only allowed for covenant members in good standing and must be maintained in a satisfactory condition. Private liability insurance coverage is recommended.

**Section 5.** Unimproved lots shall not be used for the purpose of maintaining a personal camp or campground.

**Section 6.** The Member’s premises shall be kept free from any nuisance, and from any object or condition otherwise offensive to the neighborhood, or dangerous to the health of members of the LSHA.

**Section 7.** Notwithstanding anything stated above, all such construction work or use shall be in conformance with all Township of Jefferson ordinances.

**Section 8.** The provisions of these By-Laws pertain to all covenant properties within the filed maps of Lake Swannanoa at Ringling Manor Estates.

### **ARTICLE XIII. - RULES AND REGULATIONS**

**Section 1.** The Board may formulate rules and regulations regarding the usage of LSHA properties and waterways to achieve organizational goals and to provide for the safety and well-being of its members. The rules and regulations will also preserve the quality of life and properties of its membership.

**Section 2.** The Rules and Regulations must not conflict or take precedence over these By-Laws.

### **ARTICLE XIV. - FISCAL YEAR**

The fiscal year of the LSHA shall commence on the first day of January of each year.

### **ARTICLE XV. - INDEMNIFICATION OF BOARD MEMBERS**

LSHA shall indemnify all of its Officers, Board Members, Employees and Agents against expenses and liabilities in accordance with and pursuant to the provisions of Section 15A:3-4 of the New Jersey Non-Profit Corporation Act (N.J.S.A. 15A:3-4).

### **ARTICLE XVI - ALTERNATIVE DISPUTE RESOLUTION**

Pursuant to The Planned Real Estate Development Full Disclosure Act 1993 amendments (PREDFDA) 45:22A-44(b) the Association must offer an Alternate Dispute resolution to members. It is a process used for a dispute that affects one member only. Before going to court, mediation is an informal, voluntary process in which a neutral third party assists those in conflict to reach a resolution which is acceptable to all parties. The mediator is not the decision-maker, but he helps the disputing parties resolve conflicts by exploring all of the options and managing the negotiation process. When a member requests mediation, the Board will contact the NJ Alternate Dispute Resolution Unit to provide a mediator. The mediator will listen to the each side present its case. While mediation is a completely voluntary process, should the parties reach an agreement, the agreement is binding and enforceable in court, as is any other contract. If the parties do not reach a mutually acceptable agreement, they are free to pursue legal action.