

## Attention

This document is a working copy of the Cape Cod Village Club Bylaws. Below, the left-hand column contains the current (2017) version of the Bylaws. The right-hand column contains a draft of proposed changes. Proposed changes are in **RED**. Comments and questions are listed to the extreme right.

Please utilize the comment functionality to make edits, propose changes, ask questions, etc. **PLEASE DO NOT ALTER THE TEXT IN THE “CURRENT BYLAWS” OR “PROPOSED CHANGES” COLUMNS.** The very first comment on the next page shows you how to create a comment of your own.

You will also find that text has been formatted to align sections and subsections of both versions with each other. Content begins on the next page.

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**BYLAWS  
of  
CAPE COD VILLAGE CLUB, INC.**

A Not-For-Profit Corporation organized under the laws of the State of New York, adopted by the membership at the meeting of the Corporation September 3, 2016

ARTICLE I  
Name of Corporation

Section 1.1. This corporation shall be known as the CAPE COD VILLAGE CLUB, INC.

Definitions

Section 1.2. As used herein the following terms shall have the meanings hereinafter set forth:

(1) "Club", "Corporation" and "CCVC" shall mean the Cape Cod Village Club, Inc.

(2) "Owner" shall mean the holder of title to real property in Cape Cod Village Club, Inc.

**Bylaws  
of  
Cape Cod Village Club, Inc.**

A Not-For-Profit Corporation organized under the laws of the State of New York, adopted by the membership at the meeting of the Corporation **September 3, 2016**

ARTICLE I  
Name of Corporation

Section 1.1. This corporation shall be known as the Cape Cod Village Club, Inc.

Definitions

Section 1.2. **For the purposes of this document, the following terms and their corresponding definitions shall apply:**

1) **"Cape Cod Village Club", "Club", "The Club", "Corporation", "The Corporation", and "CCVC", shall mean the Cape Cod Village Club, Inc., which is described in subsection (6) below.**

2) "Owner" shall mean the holder of title to real property in Cape Cod Village Club, Inc. **The property owner is an equal share holder of the corporation. A property owner can be an individual or individuals, a partnership, a Limited Liability Company, a Corporation, a trust or any combination of these. The property owner is responsible to pay all dues and special assessments.**

**Commented [JR1]:** How to insert a comment:  
 • Select text/item to comment on or click at the end of the text.  
 • Click on the Review tab.  
 • In the Comments group, click "New Comment".  
 • Type your comment text in the comment bubble.

**Commented [JR2]:** Mike Hm: Date should be changed the meeting date May 26, 2019

**Commented [JR3]:** Mike Hm: Word smthing ok

**Commented [HC(4)]:** Need to add the "association" why so many titles Cape Code Village Club and THE CLUB and THE Corporation are they necessary? Association is used in the by-laws further down.

**Commented [JR5]:** Mike Hm: Since section 1.2 is definitions, do we want to separate the definition from the responsibilities (i.e. dues and special assessments responsibilities to what an owner is). This seems to be a duplicate of what Article IX Fees, Dues and Assessments states. If we move this statement to Section 1.2 subsection 2, we should remove the duplication from Article IX Fees, Dues and Assessments.

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(3) "Membership" shall mean a person who is an owner of a real property in Cape Cod Village Club, Inc., which is hereinafter described in subdivision (5) below, is a duly elected member of the Corporation and, is in good standing. When a person seeking "Membership" is a non-owner spouse of an individual who is an owner or, the ownership exists in a trust, the following shall apply for membership consideration.

a) Individual owners who hold title to real property in Cape Code Village Club, Inc. may request to the Board of Directors to have their spouse included as a member.

b) When the owner is a trust or corporation, a designated individual shall identify which representatives from the trust or corporation are applying to the Board of Directors for membership to the Club.

c) The Board of Directors will confirm or deny "Membership" acceptance into the Club for both spousal and trust membership requests. If the Board of Directors deny the membership request, the requester has the right to appeal the decision to the general membership at the next scheduled meeting. A final decision rendered by a two thirds vote of the membership present and proxy shall rule.

(4) "Membership" individuals are entitled to one voting member who shall be: (a) entitled to vote at corporate meetings, and (b) required to pay dues. Such owner shall be known as a voting member for the purpose of defining voting rights. A voting member shall be entitled to only one (1) vote regardless of

3) "Primary Member" shall mean:

- a) A person(s) who owns real property in CCVC
- b) A non-owner spouse of a primary member who owns property in CCVC.
- c) All trustees of a trust which owns real property in CCVC.
- d) The corporate officers of a corporation which owns real property in CCVC.
- e) All the members of a Limited Liability Company which owns real property in CCVC.

4) "Associate Member" shall mean:

- a) A person 18 years of age or older who is a; son, daughter, son-in-law, daughter-in-law, grandchild, or grandchild's spouse who has been designated by their primary member relative as an associate member.

5) "Membership" shall mean the combined group of all primary and associate members. And "Members" shall refer to both "Primary Members and Associate Members".

**Commented [JR6]:** Mike Hm: I think for clarification the first line ["PrimaryMember" shall mean:] should be updated to ["PrimaryMember" shall mean one of the following:] because it is a list of any of the conditions instead of all of them.

**Commented [JR7]:** Mike Hm: Don't we still want to have a designated individual from the trustee. This wording is missing. How else can we identify the primary on the trustee (and should not CCVC have a designated one for contact?). I would recommend having a primary trustee designated which will also help later for when seniority is renewed for other members of the trustee.

**Commented [JR8]:** Mike Hm: "Associate Member". I do not understand the need for this. For legal purposes, you can let anyone have a legal proxy. Can someone explain the necessity for an "associate Member" designation?

**Commented [g9]:** Pat: Why are we attempting to limit Associate Members to blood- or marital-relations? Some members (i.e. George and Pat Dougherty) have NO children. Others are non-married partners. This would imply they cannot have an Associate Member designee??  
IMHO, the following is appropriate:  
a) A person 18 years of age or older designated (on the ?? form) by the Primary Member as an Associate Member.

**Commented [JR10]:** What about unmarried partners of children or grandchildren?  
  
Should we consider great-grandchildren? People are living longer and longer...

**Commented [JR11]:** Mike Hm: Why are we adding grand children to immediate family? It was never in the original immediate family definition. Can someone explain?

**Commented [g12]:** Pat: replace this with "The term"

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how many residences or parcels of real property owned in Cape Cod Village Club Inc.

(5) Cape Cod Village Club Inc., shall mean the property shown on the revised map of Cape Cod Village Club Inc., dated June 28, 1963 and the land consisting of the property and buildings on the West side of Route 9N, and the North Beach properties, in the Town of Hague and the State of New York.

(6) A member in good standing is a member who meets all of the appropriate conditions of these By Laws and has complied with all the deadlines for all maintenance and special assessments as established by the Board of Directors and approved by the membership.

Purpose of the Corporation

Section 1.3. The purpose of the corporation shall be:

A. To provide a non-profit recreational residential community, consisting of thirty-three (33) single family

a) Each property is considered to have one membership. A current list of CCVC memberships is provided in Appendix [redacted].

b) Each membership is entitled to one vote. Its holder shall be entitled to vote at corporate meetings.

6) "Cape Cod Village Club Inc.", shall mean the property shown on the revised map of Cape Cod Village Club Inc., dated June 28, 1963, the 2.2 acre lot land on the West side of Route 9N, and the North Beach properties, in the Town of Hague and the State of New York. Maps are attached to these bylaws.

7) A member in good standing" is a member who meets all of the appropriate conditions of these Bylaws and has complied with all the deadlines for all maintenance and special assessments as established by the Board of Directors and approved by the membership.

Purpose of the Corporation

Section 1.3. The purpose of the Corporation shall be:

1) To provide a non-profit recreational residential community, consisting of the thirty-three (33) single family residences

**Commented [JR13]:** Need to add Appendix and define here.

**Commented [JR14]:** Mike Hm: We should not make the current list of CCVC members part of the By-Laws in an appendix since it can be dynamic and change several times a year. We do not want to have to have a by-law vote every time a new membership designation is done. I propose we reference a separate document that is not part of the By-Laws and make the reference to it, some thing like "CCVC Members" with an effective date designation?

**Commented [g15]:** Pat: replace this with "Its"

**Commented [JR16]:** Mike Hm: The by-laws make references to corporate meetings, membership meetings, annual meetings and special meetings. We should decide on one reference for the various contexts. It seems to make sense to discuss and make a decision on what meeting type goes where. Does membership meeting make more sense in the context of this by-law line item?

**Commented [JR17]:** Map from 2015, dated ???

**Commented [JR18]:** I think we have more than the one 2.2 acre property on the west side of 9N. They should be included in the new wording (all 4 properties)

**Commented [g19]:** Pat: replace with "dues"

**Commented [g20]:** Pat: The Title page of this document uses the term "Not-For-Profit" (i.e. (CCVC is...)A Not-For-Profit Corporation organized under the laws of the State of New York,...)) We should be consistent on terminology – therefore the term here "non-profit" should be replaced with "not-for-profit".

**Commented [JR21]:** Mike H.: This needs to be done for the fall meeting to correctly identify properties in existence at this time.

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residences, as filed with the Secretary, having community access and certain rights as follows:

- (1) To use the Association’s Beach Areas.
- (2) To use recreational areas and playgrounds in the Club.
- (3) To use the boat docks and swim platforms owned by the Club.
  
- B. To purchase, hold and maintain in good condition all Club property.
  
- C. To maintain the water supply system in proper operating condition for the use of members for a period commencing weather permitting, Mid-May and ending Mid-October, or later at the discretion of the Board of Directors. The Corporation must have available a person qualified to operate the water system as required by law.
  
- D. To establish, impose and enforce regulations with respect to the use of all corporate facilities.
  
- E. To cooperate with the Lake George Park Commission, the New York State Department of Environmental Conservation and the State of New York and other state and local agencies for the preservation of the waters of Lake George and the lands and waterways adjoining the same.

(provided in Appendix [redacted], having community access and certain rights as follows:

- a) To use the Association’s Beach Areas.
- b) To use recreational areas and playgrounds in The Club.
- c) To use the Club House.
- d) To use the boat docks and swim platforms owned by The Club.
  
- 2) To purchase, hold, and maintain in good condition all Club property.
  
- 3) To maintain the water supply system in proper operating condition for the use of members for a period commencing weather permitting, Mid-May and ending Mid-October, or later at the discretion of the Board of Directors. The Corporation must have available a person qualified to operate the water system as required by law.
  
- 4) To establish, impose and enforce regulations with respect to the use of all corporate facilities.
  
- 5) To cooperate with the Lake George Park Commission, the New York State Department of Environmental Conservation and the State of New York and other state and local agencies for the preservation of the waters of Lake George and the lands and waterways adjoining the same.

**Commented [JR22]:** Need to add Appendix and define here.

**Commented [HC(23)]:** A Non - Profit organization is an organization which works for promoting science, commerce, art or any other charitable purpose. A Not for Profit organization is an organization that does not distribute its profits to owners but retains it for fulfilling organizations objectives so CCVC is a not for profit community.

**Commented [JR24]:** Mike Hm: Once again, I think the appendix reference should not be added as it can easily go out of date with property transfer of change in member designations. I would hate to vote each time on the by law when this happens. I recommend a separate document.

**Commented [HC(25)]:** Association needs to be added to Section 1.2 if used here or change to Cape Cod Village Club or be consistent with the club

**Commented [JR26]:** Uhhhh...awkward. Club shed/multipurpose room?

**Commented [JR27]:** Mike Hm: Wordsmithing OK, but recommend we reduced the number of different Cape Cod Village Club references are in the document.

**Commented [JR28]:** Mike Hm: I do not see any differences from the highlights

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F. To operate Cape Cod Village Club, Inc., in accordance with the laws of the State of New York and the Town of Hague, especially with respect to the water system and sanitary facilities.

G. To promote cooperation among owners in Cape Cod Village Club, Inc.

ARTICLE II  
Membership

Section 2.1.

Membership shall be limited to those persons identified in Section 1.2, sub-section (3), and who;

Section 2.2.

- (1) make application accompanied with the \$10.00 fee to be a member on a form prescribed by the Secretary;
- (2) have executed and delivered to the Corporation written notification that the member's house will be for sale as of a particular date. The member must provide the buyer with a copy of the Corporation's By-Laws and a form approved by the Corporation's Board of Directors that shows the purchaser has received the By-Laws and agrees to abide by them. The form signed by the purchaser must be returned to the President of the

6) To operate Cape Cod Village Club, Inc., in accordance with the laws of the State of New York and the Town of Hague, especially with respect to the water system and sanitary facilities.

7) To promote cooperation among owners in Cape Cod Village Club.

ARTICLE II

Membership

Section 2.1.

- 1) Membership shall be limited to those persons identified in Section 1.2. sub-section (3) who submit a "Membership Information Form" accompanied with the \$500 fee to the Board of Directors prior to obtaining title to property.
- 2)

Section 2.2. Transfer of Real Property

- 1) Any member bound by restrictions in "Appendix B or Appendix C" considering selling their property must execute and deliver to the Corporation written notification that the member's house will be for sale as of a particular date. \*\*\* In the event that the Grantee shall desire to sell, the Grantor shall have the right to purchase the parcel herein conveyed, together with the buildings and improvements thereon erected by paying to the Grantee an amount equal to that of any bonafide offer. The Grantee shall give notice of his

**Commented [JR29]:** Bob: Was the monetary change as a result of the previous survey which was sent out?

What is the primary purpose of the fee?

Can someone elect not to pay this?

If so, what is forfeited?

**Commented [JR30]:** Mike Hm: I am against this change. The by-laws can not supercede the covenants. If you are a property owner, you have the rights guaranteed by the covenants if you pay your assessments. You can of course prohibit them from voting in meetings, but that is not in the spirit of CCVC. I am against the fee of \$500 and think in fairness to all members and their heirs who may take over their homes that we do not charge this fee.

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Corporation before the completion of the sale of the member's residence.

Section 2.3.

(1) Transfer of Real Property; in the event of the sale of real property the owner thereof shall be automatically terminated as a member and the purchaser of such residence or property becomes a member on the day of closing.

(2) Seniority, with two exceptions, will be determined by the date of the deed that transfers ownership of a property in CCVC.

a) One exception will be that in the event an existing owner buys (or exchanges for) a different property within CCVC, his/her seniority will not change.

b) The second exception will be where there is transfer of majority (more than 50%) ownership of the property in CCVC within the immediate family and the transferor successfully petitions the CCVC Board of Directors for retention of voting rights, dock seniority, or both.

(3) Immediate family means child or children, natural or adopted, or stepchild or stepchildren.

intention to sell in writing, fixing amount of the bonafide offer and the Grantor shall have ten (10) days from the receipt of the said notice to either accept or decline.\*\*\*

2) [The selling member must provide the buyer with a copy of the Corporation's Bylaws and a form approved by the Corporation's Board of Directors that shows the purchaser has received the Bylaws and agrees to abide by them. The form signed by the purchaser must be returned to the President of the Corporation before the completion of the sale of the member's residence.]

3) In the event of the sale of real property the owner thereof shall be automatically terminated as a member. The purchaser of such residence or property becomes a member on the day of closing as long as terms set-forth in Article II are met.

4) [Seniority, with two exceptions, will be determined by the date that a deed transfers ownership of a property in CCVC.]

a) One exception will be that in the event an existing owner buys (or exchanges for) a different property within CCVC, his/her seniority will not change.

b) [The second exception will be where there is transfer of majority (more than 50%) ownership of the property in CCVC within the immediate family and the transferor successfully notifies the CCVC Board of Directors for retention of voting rights, dock seniority, or both. Immediate family shall be considered a child/children, natural or legally adopted, or stepchild or stepchildren.]

**Commented [g31]:** Pat: What is this trying to accomplish? This is extremely confusing. I had to look up the terms – and here's what I found:  
*The grantor is the seller of a property such as a house. He conveys or gives his title to a grantee—the buyer. A grantor transfers title to a grantee through a legal instrument known as a deed.*  
 How and why do we talk about written notifications about a house sale (with no mention of price – just notification that the house will be for sale) then go into details about bona fide offers? Are we trying to give CCVC members a chance to outbid potential buyers from outside? Seems archaic to me – and an unfair burden on a seller who has a deal on the table to potentially delay their deal for 10 days.

**Commented [JR32]:** Mike Hm: This wording is already defined in Append B and C, I am not in favor of duplicating the covenant here since the Covenants have legal wording already. Someone might think they can change it in the by-law when it can only be changed in the Covenants.

**Commented [JR33]:** Mike Hm: Agreed, but perhaps should add Current Corporation's By-Laws. Should we just use one word (buyer or purchaser) instead of both in this section? Also curious, if they do not do this, what are the ramifications for the buyer? Are we penalizing the member who is selling?

**Commented [HC(34)]:** What if the seller is not a member in good standing?

**Commented [JR35]:** Mike Hm: Wordsmithing OK

**Commented [g36]:** Pat: Again, this is a slippery slope. What if I want to transfer ownership to a niece or a good friend? Why is this limited to "immediate family"?

**Commented [HC(37)]:** How do you say no exchange of money?? The title is changed but no exchange of money? Pat is right anyone could leave his/her house to a friend, domestic partner etc.

**Commented [JR38]:** Should this be in definitions section? Is the term "immediate family" used anywhere else? If it is, is it used differently in other contexts?

**Commented [JR39]:** Mike Hm: Consistency... I think Immediate family definition should be moved back to the Definition section of the by-laws where it was originally. Also should not spouse be included as they may not be on the deed?

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(4) The CCVC Board will compile a current list of owner's seniority and provide copies of the list to the CCVC membership. Annually, thereafter, the Board will have the seniority list updated and provide copies to CCVC members at the May membership meeting.

(5) When majority ownership transfers within the immediate family, whether to a person or persons or through a trust, partnership, joint venture, corporation, or similar arrangement, but if the transferor wishes to retain his/her voting rights and/or dock seniority, the transferor must petition the CCVC Board. There must be an initial petition and an annual petition thereafter, each to be submitted to the President of the CCVC Board prior to April 1 of any year. The initial petition must have the representation that the majority transfer, whether to a person or persons or through a trust, partnership, joint venture, corporation, or similar arrangement, is within the immediate family. The initial petition must also represent:

- a) That the transferor will continue to be the primary resident of the property and wants to retain his/her voting privileges; or
- b) That the transferor will continue to be the primary resident, will actively use his/her boat, and wants to retain his/her dock seniority;
- c) Both

(6) The initial petition will be voted on by the CCVC Board. If the petition is accepted, the transferor will retain his/her voting rights or dock seniority or both.

5) The CCVC Board of Directors will compile a current list of owner's seniority and provide copies of the list to the CCVC membership. Annually, thereafter, the Board will have the seniority list updated and provide copies to CCVC members at the May membership meeting.

6) When majority ownership transfers within the immediate family, whether to a person or persons or through a trust, partnership, joint venture, corporation, or similar arrangement, but if the transferor wishes to retain his/her voting rights and/or dock seniority, the transferor must inform the CCVC Board by filling out a "Membership Information Form". There must be a new form filed whenever a change in ownership, seniority, dock needs, or voting rights is desired. The form must also represent

- a) that the transferor will continue to be the primary resident of the property and wants to retain his/her voting privileges; or
- b) that the transferor will continue to be the primary resident, will actively use his/her boat, and wants to retain his/her dock seniority; but release his/her voting rights to a voting member; or
- c) both

7) When the owner is a trust, LLC, or corporation, the trust, corporation or LLC, must notify the Board of Directors who is to be the voting member. They must also provide

**Commented [JR40]:** Where is this list? If we need to make one, where should it be made available?

**Commented [g41]:** Pat: Suggest deleting this phrase from the sentence. We simply need to provide members with the seniority list annually. Ideally at the same time each year – but if we move the meeting(s) to another month this bylaw will need to be altered again.

**Commented [HC(42)]:** : is there a fee of \$500.00 for this also??

**Commented [JR43]:** Mike Hm: Are we removing the annual request for this person to petition keeping seniority? It is not clear to me from the wording this is the case. Is this single form addressing all the items (ownership, seniority, dock needs and voting rights)? I would like to see this form before voting on this section. Can someone send me this proposed form? When is this form voted on and when will the member be notified (2 weeks from date of submission? There should be a time line associated with this request.

**Commented [JR44]:** Mike Hm: This release of voting rights makes no sense to be and it is conflict with item C. C says both A and B apply, but A stay keeps voting rights and B says loses voting rights.

**Commented [g45]:** Pat: "Both" here does not seem valid. (a) includes retention of voting and (b) releases voting. Can't have it "both" ways. In an earlier iteration of bylaw reviews, I had suggested something similar to :  
**"The form must also represent the following:**  
 a)Transferor will continue to be the primary resident of the property, and  
 i)Transferor wishes to either (a) retain his/her voting privileges, or (b) release his/her voting privileges to an Associate Member  
 ii)Transferor will actively use his/her boat, and wishes to either (a) retain his/her dock seniority, or (b) release his/her dock seniority  
 OR  
 b)Transferor will no longer be primary resident of the property.  
 i) Transferor wishes to either (a) retain his/her voting privileges, or (b) release his/her voting privileges to an Associate Member  
 ii)Transferor will actively use his/her boat, and wishes to either (a) retain his/her dock seniority, or (b) release his/her dock seniority



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(7) If the petition is not accepted, the Board will provide an explanation for its decision and the transferor will have the right to appeal to the full CCVC membership at its next meeting. A two-thirds majority vote by the membership will be required to over-rule the decision of the Board.

(8) The subsequently-required annual petition must be made prior to the scheduled May CCVC membership meeting and must have the representations:

- a) That the transferor will continue to be the primary resident of the property and wants to retain his/her voting privileges; or
- b) That the transferor will continue to be the primary resident, will actively use his/ her boat, and wants to retain dock seniority; or
- c) Both

(9) The petition will be voted on by the CCVC Board. If the petition is accepted, the transferor will retain his/her voting rights or dock seniority or both. If the petition is not accepted, the Board will provide an explanation for its decision and the transferor will have the right to appeal to the full CCVC membership at its May meeting. A two-thirds majority vote by the membership will be required to over-rule the decision of the Board.

(10) Failure to petition the Board, either initially or annually thereafter, will automatically cause the transferor to lose the right to vote and/or dock seniority. Once the transferor loses the right to vote or dock seniority, whether by failure to petition the CCVC Board or by CCVC Board vote not over-ruled, such loss will be permanent, and the transferee will at that time gain the right to vote and/or become the lowest in dock seniority.

information as to the name of the trust, corporation or LLC, provide a list of all trustees of the trust, LLC, or corporation.

8) [The Board of Directors will acknowledge "Membership" into the Club for all new members by issuing a "Certificate of Membership". Stating who is the owner, who is the second member and who is the voting member, and date ownership was transferred?]

9) [The form will be reviewed by the CCVC Board of Directors. If the form complete is the transferor will retain his/her voting rights or dock seniority or both. If the petition is not complete, the Board will request the member to complete the form.]

10) Failure to provide the Board with a complete form will automatically cause the transferor to maintain the existing right to vote and/or dock seniority.

Section 2.3.

The property owner is responsible for paying all dues and special assessments.

Section 2.4.

Each potential new membership shall be provided with a

**Commented [HC(46)]:** Not sure what Jeff is saying about Bob's suggestions here.

**Commented [JR47]:** Bob: Suggest replacing this with the following:

...complete the Member Information Form and specify the name of the voting member as well as a list of all trustees of the Trust, LLC or Corporation.

**Commented [g48]:** Pat: The term "second member" is used here. Is this referring to the "Associate Member" referenced in 1.2.(4)? If so, every time a new Associate Member is designated, a New Certificate of Membership should be issued. I don't think that's advisable.

**Commented [JR49]:** Bob: Will certificates be issued for those existing members who have not been issued this certificate previously?

**Commented [JR50]:** Mike Hm: This is great idea, but how will the membership be notified? Is the membership list going to be updated when this happens and they get a notification?

**Commented [JR51]:** Mike Hm: This is great idea, but how will the membership be notified? Is the membership list going to be updated when this happens and they get a notification?

**Commented [HC(52)]:** If the form complete should be completed.

**Commented [JR53]:** Mike Hm: These should be subsections a and b under item 8 since they only apply to item 8. From reading item 10, it appears that if a member transfers property to a family member but wants to retain seniority, he only has to submit the form once and not on an annual basis. Am I reading that correctly?

**Commented [g54]:** Pat: This is confusing. If this is the form mentioned in section 2.2.(6)? If so, the desired status of voting rights and dock seniority are defined therein and these clauses, if needed should be moved up closer to that section 2.2.6.

**Commented [g55]:** Pat: Should this be "Member" instead of "Property Owner" to be consistent?

**Commented [JR56]:** Mike Hm: We have "owner" definition but a multiple "property owner" definition. If it is a trust or LLC, who would CCVC go to for collection of dues or special assessment. Do we have a identified person for this?

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(11) If the petitioner, either at the time of the initial petition or at the time of a subsequent petition, is a CCVC Board member, he/she will not be permitted to take part in the decision about the petition nor vote on his/her petition.

Section 2.4. Each applicant for membership shall be furnished with a copy of the By Laws and the rules and regulations adopted by the Board of Directors, and approved by the membership.

Section 2.5. Each member shall receive a certificate of membership.

Section 2.6.

All proceedings regarding membership shall be strictly confidential.

Section 2.7.

Upon the death of any member leaving a surviving spouse, the certificate of membership shall automatically pass to such spouse or an immediate family member(s).

Section 2.8.

Members who are separated from membership shall forfeit all rights and privileges accorded to members by the By Laws and their certificates of membership shall upon such separation be voided by the Corporation.

copy of the Bylaws and the Rules and Regulations adopted by The Club.

Section 2.5.

~~Each member shall receive a certificate of membership.~~

Section 2.6.

All proceedings regarding membership shall be strictly confidential.

Section 2.7.

Upon the death of any member leaving a surviving spouse, or immediate family member, the certificate of membership shall automatically pass to such spouse or an immediate family member(s). The seniority would remain intact.

Section 2.8.

Members who are separated from membership shall forfeit all rights and privileges accorded to members by the Bylaws and their certificates of membership shall upon such separation be voided by the Corporation.

**Commented [JR57]:** Mike Hm: Wording change suggestion: Each existing or potential new membership ....

**Commented [JR58]:** We haven't been doing this. Get rid of it? What's the purpose?

**Commented [JR59]:** Mike Hm: I am ok with deletion of this membership certificate as long as the new member gets a receipt for membership application. A side question. It should be stated what happens when a prospective member is not accepted for membership. Do they get their \$500 back? (especially if the house purchase falls through. Something like this needs to be included in this process).

**Commented [JR60]:** Mike Hm: I do not agree (and there is no definition of an immediate family member). I agree with the spouse for seniority, but not immediate family member. In the case of trust, LLC, etc, it would be possible for a property to keep their seniority forever. I could have my son (in a trust/llc) take over and keep seniority and keep this going forever. This continuation of seniority should not be allowed especially to descendants of the current owners or you can never break the cycle. I of course would love to have my family with the 10th position of seniority forever, but believe that is not in the best interests of the club for fairness. I recommend we clarify seniority only remains to the spouse of the designated primary property owner or designated trust/llc representative ONLY. We need to insure seniority can be restarted when a death of the primary member occurs.

**Commented [g61]:** Pat: similar to concerns in section 1.2 regarding Members and Associate Members, this assumes member has a traditional "family". Shouldn't the Certificate of Membership just transfer to the Associate Member designated by the Member? (Hopefully the Member's Deed or Will would synch with this and indicate the same person – but I don't think that's our concern in the Bylaws)

Suggested replacement text:  
Upon the death of any member leaving a surviving spouse, or immediate family member, the certificate of membership shall automatically pass to such spouse or an immediate family member(s).

Alternatively, if the member has designated a non-spouse or non-family member as their Associate Member on their "Membership Information Form", the Certificate of Membership shall pass to that designee. ... [2]

**Commented [HC(62):** Is separation a member who is not in good standing??

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<p style="text-align: center;"><u>ARTICLE III</u></p> <p style="text-align: center;"><u>Government</u></p> <p><u>Section 3.1.</u></p> <p>The general management of the affairs, funds and property of the Corporation shall be vested in the Board of Directors, who shall be elected pursuant to Article V of these By Laws. The total number of Directors shall not be less than five (5) and not more than nine (9). Four of these directors shall be the four officers. The one (1) to five (5) remaining board members shall be those duly elected. The goal is to have a minimum of a total of seven (7) directors.</p> <p><u>Section 3.2.</u></p> <p>The officers of the Corporation shall consist of a President, a Vice-President, a Secretary and a Treasurer, and a Board of Directors shall be composed of the four officers and no less than one and no more than five members. One of the nine (9) board members shall be a resident of the State of New York.</p>	<p style="text-align: center;"><u>ARTICLE III</u></p> <p style="text-align: center;"><u>Government</u></p> <p><u>Section 3.1.</u></p> <p>The general management of the affairs, funds and property of the Corporation shall be vested in the Board of Directors, who shall be elected pursuant to Article V of these Bylaws. The total number of Directors shall not be less than five (5) and not more than nine (9). Four of these directors shall be the four officers. The one (1) to five (5) remaining board members shall be those duly elected. The goal is to have a minimum of a total of seven (7) directors.</p> <p><u>Section 3.2.</u></p> <p>The officers of the Corporation shall consist of a President, a Vice-President, a Secretary and a Treasurer, and a Board of Directors shall be composed of the four officers and no less than one and no more than five members. One of the nine (9) board members shall be a resident of the State of New York.</p>
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**Commented [HC(63):** Need to state that officers and board members cannot be from the same home/membership since all memberships only get 1 vote

Also do we have requirements for board and officers need to be present for at least one of the annual meetings.?? I know that is limiting if someone is sick but we could have them present via a computer??Not sure if that is proper term .

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ARTICLE IV

Meetings/Parliamentary Authority

Section 4.1.

There shall be two (2) meetings each calendar year. The first meeting of the year shall be on the Saturday preceding Memorial Day. The second meeting of the year shall be the annual meeting and shall be on the Saturday preceding Labor Day. The dates of the above-mentioned meetings may be postponed by the Board of Directors on notice to the membership and the postponed date shall not be more than fourteen (14) days from the date fixed for such meeting by the By Laws.

Section 4.2.

Special meetings of members may be called by the President at any time or upon request of four (4) members of the Board of Directors or upon request of nine (9) voting members in good standing, made to such officer in writing. Such notice shall state the reasons for such meeting, the business to be transacted and by whom called. At such special meeting, unless all of the voting members present in person or by proxy consent thereto, there shall only be considered such business as is specified in the notice of meeting and no other business.

Section 4.3.

ARTICLE IV

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Section 4.2.

Special meetings of members may be called by the President, four (4) members of the Board of Directors, or nine (9) voting members in good standing at any time. Voting members must notify the Board in writing before calling a special meeting. The notice shall state the reasons for the meeting, the business to be transacted, and names of the nine (9) members. At such special meetings, only the business specified in the notice shall be considered, unless all of the voting members present, in person or by proxy, consent to discuss other business.

Section 4.3.

**Commented [JR64]:** Special meetings in addition to these 2 "regular" meetings are discussed in the next point. So, we can obviously have more than 2 meetings each year and should make that clear.

**Commented [g65]:** Pat: There has been some discussion about only having one meeting per year. In case that gains momentum, we might want to be less rigid in the wording here. Suggest defining specific timeframes in the bylaws and saying something like:  
There shall be a minimum of one (1) meeting each calendar year.

**Commented [JR66]:** Mike Hm: I disagree with the change to a minimum of 2 meetings. It is difficult enough to get representation with 2 meetings. If any other meetings are needed, special meetings fulfill that need. That is already in the by-laws.

**Commented [HC(67)]:** All take out of

**Commented [JR68]:** Mike Hm: Some working cleanup required as it may not be nine members calling the meeting but the BOD or president. In all cases, the reason for the meeting and the business to be transacted are required. The member names would only be required when they make the request. The rest of the wordsmithing is OK

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At all meetings of the Corporation, either regular or special, a majority of all voting members in good standing, present in person or by-proxy, shall constitute a quorum.

Section 4.4.

If a quorum is not present at any meeting the presiding officer may adjourn the meeting to a specific day and hour, but such adjourned date shall not be more than fourteen (14) days from the date fixed for such meeting by the By Laws. If the meeting is to be a regular meeting and not more than seven (7) days from the date fixed for such meeting by the notice thereof, the meeting shall be a special meeting.

Section 4.5.

All notices of regular and special meetings, together with a proxy shall be mailed or emailed by the Secretary to all member's addresses as they appear on the membership roll book at least fifteen (15) days but not more than thirty (30) days before the date of such meeting. If more than one person is an owner of a real property in said Cape Cod Village Club, Inc., only one notice need be sent to the owners of such real property.

Members shall specify their preference for mailing or emailing Cape Cod Village Club correspondence. In the event no preference is specified, mail will be used. The secretary will maintain a mailing preference list.

Section 4.6.

All questions which may arise at a meeting, the manner of deciding which is not otherwise prescribed by the By Laws, shall

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**Commented [HC69]:** Same here

**Commented [JR70]:** Who are you allowed to give proxies to? Proxy limit per person?

**Commented [JR71]:** Mike Hm: I agree with the default changed for US mail to email, but only if the email is known and valid. If the email is rejected, then US mail should be used as the default. Also note that many emails end up in a spam folder and are never noticed. I can tell you from business experience with the new DMARC rules, it is getting harder to insure your emails will get delivered. It also makes sense to change the wording that is an email is rejected (user changes accounts) we default back to US Postal mail.

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be decided by a majority of the voting members present in person or by proxy.

Section 4.7.

Election of officers and directors shall be by ballot if there's more than one candidate and there shall not appear on such ballot any writing, mark or figure which might identify the person who cast the ballot.

Section 4.8.

At any regular or special meeting, if a majority of the persons present in person or by proxy so approve, any question may be voted upon in the manner provided for the election of officers and directors as specified in Section 4.7 of this Article IV.

Section 4.9.

A member of the Corporation entitled to vote at a meeting as provided in subdivision (4) of Section 1.2 of Article I, may vote by proxy. A proxy shall be in writing and revocable at the pleasure of the member executing it. Unless the duration of the proxy is specified, it shall be invalid after sixty (60) days from the date of its execution.

Section 4.10.

Order of Business. The order of business shall be as follows at all the meetings of the Corporation and Board of Directors:

1. Calling of the Roll.
2. Proof of Notice of Meeting or Waiver of Notice.

be decided by a majority of the voting members present in person or by proxy.

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Section 4.9.

A member of the Corporation entitled to vote at a meeting as provided in subsection (5) of Section 1.2 of Article I, may vote by proxy. A proxy shall be in writing and revocable at the pleasure of the member executing it. Unless the duration of the proxy is specified, it shall be invalid after sixty (60) days from the date of its execution.

Section 4.10.

Order of Business. The order of business shall be as follows at all the meetings of the Corporation and Board of Directors:

- 1) Calling of the roll
- 2) Proof of Notice of Meeting or Waiver of Notice

**Commented [JR72]:** Who can proxies be given to? Members in good standing only? What about per person proxy limits?

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3. Reading of minutes.
4. Receiving of Communications.
5. Election of Officers.
6. Reports of Officers.
7. Reports of Committees.
8. Unfinished Business.
9. New Business.

Any question as to priority of business shall be decided by the Chair without debate.

The order of business may be altered or suspended at any meeting by a majority vote of the members present who are entitled to vote as specified in subdivision (4) of Section 1.2 of Article I.

Section 4.11.

Meetings of the Board of Directors shall be held at such time and place as determined by a majority of the members of the Board. Notice of regular or special meetings of the Board shall be given by the President or Secretary to each member thereof, at least three (3) days prior to the date fixed for such meeting. Such notice may be given verbally, or in writing.

Section 4.12.

A majority of the Board of Directors shall constitute a quorum.

Section 4.13.

- 3) Reading of minutes
- 4) Receiving of Communications
- 5) Elections of Officers
- 6) Reports of Officers
- 7) Reports of Committees
- 8) Unfinished business
- 9) New business

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Section 4.12.

**A majority of all Board of Director members, present in person or by proxy, shall constitute a quorum.**

Section 4.13.

**Commented [JR73]:** Proxy votes would make it easier to schedule effective meetings when some members can't attend.

**Commented [JR74]:** Bob: Who can be the proxy? Can a non-Board member be designated as a Proxy? What voting rights would the Proxy have? For example, can the Proxy vote as he/she wishes on any and all issues or is the proxy in effect, just providing an absentee ballot?

**Commented [HC75]:** Board of Director members or Officers can be via phone conference or facetime, etc.

**Commented [JR76]:** Mike Hm: It is against many corporate policies to allow board member at board meetings to vote by proxy. The use of remote meetings is allowed because they are considered in attendance. I am NOT IN FAVOR of vote by proxy for board members at board meetings! There is something glaringly wrong is you cannot get 4 board members together at a meeting or on a conference call together.

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At a meeting of the Board of Directors, each Director shall be entitled to one (1) vote. Such vote must be cast in person and may not be cast by proxy.

Section 4.14.

The rules contained in the current edition of "Robert's Rules of Order Newly Revised." shall govern the Cape Cod Village Club, Inc., in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of order the Corporation may adopt.

ARTICLE V

Election Of Officers and Directors

Section 5.1.

The Officers and Directors of the Corporation shall be elected by the membership at the annual meeting for a two (2) year term, effective upon adjournment of the annual meeting. Each candidate for office must be a member in good standing of the Corporation and shall be nominated from the floor by recommendation of the Nominating Committee or by a member in good standing. Each voting member in good standing shall be entitled to one (1) vote for each officer position and one (1) vote for each director. The candidates receiving a majority of the votes cast shall be declared elected. The total number of directors shall not be less than five (5) and not more than nine (9), four (4) of which shall be officers.

At a meeting of the Board of Directors, each Director shall be entitled to one (1) vote. Such vote ~~must can~~ be cast in person ~~not~~ or by proxy.

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- Commented [JR77]: 3 people make a quorum for a 5 person board? Not enough? Email/phone votes?
- Commented [HC(78)]: Good point, via phone,email.
- Commented [JR79]: Mike Hm: I amNOT in FAVORof this change for reasons cited in the previous discussion.

Commented [JR80]: Longer terms for Treasurer and Secretary?

Commented [HC(81)]: Add board of directors delete it states directors up above.

Commented [HC(82)]: Elected officers and directors cannot be from the same membership.



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ARTICLE VI

Vacancies In Office

Section 6.1.

If a vacancy occurs among the officers or in the Board of Directors, the vacancy shall be filled for the unexpired term by the Board of Directors from the membership roll.

ARTICLE VII

Duties And Power Of The Board Of Directors

Section 7.1.

The Board of Directors shall have general charge and management of the affairs, funds and property of the Corporation, and it shall carry out the purposes of the Corporation according to the Certificate of Incorporation and By-Laws. Board members are required to act in good faith and in the best interest of all members, to determine whether the conduct of any member violates the rules and regulations of the Corporation and to fix the penalty for such misconduct or any violation of the By-Laws or Rules and Regulations as defined in Section 7.3 set forth below.

Section 7.2.

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Section 7.2.

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In addition to any other duties imposed upon the Board of Directors by this Article or any Article of the By-Laws, the Board of Directors shall have the duty and responsibility of:

(a) Making rules and regulations for the conduct of members, their families and guests and for the use of corporate property and facilities and equipment and defining and limiting the rights and privileges of members, their families and guests, not inconsistent, however, with anything contained in the By-Laws. Such rules shall be approved by a two-thirds (2/3rds) of all voting members present in person or by proxy of the Corporation at a regular or special meeting thereof, before they shall become effective.

(b) Making and levying assessments against owners of residences or real property in Cape Cod Village for the purpose of paying taxes on corporate property and expenses for the management and operation of the Corporation and the maintenance and repair of its property.

(c) The Board of Directors shall prepare and submit at each annual meeting, a budget which shall be approved by a majority vote of the members entitled to vote as provided in subdivision (4) of Section 1.2 of Article I hereof. Such budget shall constitute the normal operating budget for taxes, repairs, maintenance and administration expenses for the ensuing year.

(d) Maintaining and preserving the official records of the Corporation in a safe and protected location.

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4) Maintaining and preserving the official records of the Corporation in a safe and protected location.

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(e) Any capital improvement or repair in excess of THREE THOUSAND (\$3000.00) DOLLARS shall be a separate item in the budget and except in an emergency must be approved with the proposed method of financing by a majority of the voting members of the Corporation at a regular meeting or at a special meeting called for the purpose of considering such capital improvement and the method of financing it.

(f) Arranging for Officers and Directors insurance and adequate insurance against the damage or destruction of corporate property by fire or other casualty and for the protection of the corporate property and the members of the Corporation against any liability arising out of the use of corporate property or facilities.

(g) Contracting for personnel to perform services required for the proper maintenance and operation of corporate property and the administration of the Corporation and its facilities and affairs.

(h) The Board of Directors will appoint a Dock master and/or dock committee, who will have the duties of assigning members, guests and renters boat slips, oversee dock installation and removal, coordinate dock repairs.

Section 7.3.

In the event of a violation to the By-Laws the following process will be used for enforcement.

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In the event of a violation to the Bylaws the following process will be used for enforcement.

Commented [HC83]: and  
 Commented [JR84]: Mike Hm: Wordsmithing OK

**Current Bylaws (2017)**

**Proposed Changes**

(a) Enforcement: If a member is in violation of, or does not conform to the By-Laws and Rules and Regulations of the Corporation, notice of the violation shall be submitted to the Board of Directors by any member. If the Board of Directors has reason to believe there may be a violation, written notice of same setting forth in reasonable detail the nature of such violation shall be forwarded to the member and delivered personally or by certified mail with return receipt. The member will within ten (10) days of receipt of said notice either resolve or initiate a solution to the alleged violation or request a hearing before the Board of Directors.

(b)Hearing: A hearing can be held in person or through telecommunications, whichever is most appropriate at the time and under the circumstances. If the Board, following the hearing, determines that no violation has occurred the member shall be so notified in writing and the matter will be discontinued. If however the Board determines that a violation has occurred it shall provide the member with notice of its finding by delivering same personally or by certified mail with return receipt. Said notice shall specify in detail the finding of the Board, the reason for its determination, the steps it will require the member to take to cure the violation and a reasonable time frame for the member to cure said violation.

(c) Curing of Violation: If the violation continues after the time allowed for curing same has elapsed, the Corporation, through its agents, may choose to suspend the offending member's voting rights and membership privileges, exercise the Right of Abatement, as defined in Section (2) below, and/or seek appropriate civil remedies.

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(1)Suspension of Rights. If the violation continues after the time allowed for curing the same has elapsed, the member’s voting rights and membership privileges shall be immediately automatically suspended.

(2)Right of Abatement. The Right of Abatement means the right of the Corporation, through its agents, to take the actions specified in the notice to the member to abate, extinguish, remove, or repair such violation or take any other steps permitted by law to ensure that violations are corrected with the cost of such action, including reasonable attorneys’ fees, together with interest thereon, to be a binding personal obligation of such member.

(3)Civil Remedies. In the event the matter or the violation is pursued civilly through the courts and the member is found to have violated the By-Laws, or Rules and Regulations of the Corporation, the Corporation shall be entitled to recover against said member all of the costs of disbursements including attorney’s fees incurred in the litigation of this matter.

ARTICLE VIII

Duties Of Officers

Section 8.1.

The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the Corporation and of the Board of Directors and shall appoint such Committees as the President or the Corporation shall consider expedient or necessary. Committee members shall serve for a period of two (2)

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years. In addition to the above mentioned duties and any other duties delegated to the President by the By Laws, the President shall have the following duties:

- (a) shall present at each annual meeting a report concerning the affairs of the Corporation; shall ensure that all reports as required by law are properly filed, maintained and retained, and shall be one of the officers in addition to the Treasurer who may sign checks on behalf of the Corporation.
- (b) shall be a member, ex officio, of all Committees, except the Nominating Committee.

Section 8.2.

In the absence or disability of the President, the Vice President shall perform such duties and may exercise all of the rights, powers and privileges conferred upon the President by the Certificate of Incorporation or the By-Laws. In the absence of both the President and Vice President, the Treasurer shall preside and assume the duties of the President.

Section 8.3.

The Secretary shall keep the minutes of all meetings of the Corporation and of the Board of Directors and shall give notice of all meetings of the Corporation and of the Board of Directors in accordance with Article IV of the By Laws. The Secretary shall be the official custodian of all records and of the seal of the Corporation. In addition to the above duties and any other duties delegated to the Secretary by the Certificate of Incorporation or the By Laws, the Secretary shall have the following duties:

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- 2) shall be a member, ex officio, of all Committees, except the Nominating Committee.

Section 8.2.

In the absence or disability of the President, the Vice President shall perform such duties and may exercise all of the rights, powers and privileges conferred upon the President by the Certificate of Incorporation or the Bylaws. In the absence of both the President and Vice President, the Treasurer shall preside and assume the duties of the President. ~~The Vice President's duties shall include dock master responsibilities.~~

Section 8.3.

The Secretary shall keep the minutes of all meetings of the Corporation and of the Board of Directors and shall give notice of all meetings of the Corporation and of the Board of Directors in accordance with Article IV of the Bylaws. The Secretary shall be the official custodian of all records and of the seal of the Corporation. In addition to the above duties and any other duties delegated to the Secretary by the Certificate of

**Commented [JR85]:** Mandatory dock committee? Do we need a section in the Bylaws on committees? Which committees must always be in place, their responsibilities, minimum number of members, etc.

**Commented [JR86]:** Separate dock master responsibility?

**Commented [JR87]:** Mike Hm: Not sure why this is here as the line was already removed in the 2016 version of the by-laws.

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(a) present to the membership at each membership meeting and at each meeting of the Board of Directors, any and all communications addressed to the Corporation or any member of the Board of Directors.

(b) attend to all correspondence of the Corporation and perform all duties incident to the office of Secretary.

Section 8.4.

The Treasurer shall:

(a) have the care and custody of all monies and securities of the Corporation.

(b) cause to be deposited in a financial institution designated by the Board of Directors all monies received on behalf of the Corporation.

(c) sign checks drawn on the corporate accounts.

(d) render to the Board of Directors and membership an accounting and report of the year's operation at the end of each fiscal year. The fiscal year is January 1 to December 31.

(e) perform all other duties incident to the office of Treasurer.

Section 8.5.

Incorporation or the Bylaws, the Secretary shall have the following duties:

1) present to the membership at each membership meeting and at each meeting of the Board of Directors, any and all communications addressed to the Corporation or any member of the Board of Directors.

2) attend to all correspondence of the Corporation and perform all duties incident to the office of Secretary.

Section 8.4.

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1) have the care and custody of all monies and securities of the Corporation.

2) cause to be deposited in a financial institution designated by the Board of Directors all monies received on behalf of the Corporation.

3) sign checks drawn on the corporate accounts.

4) render to the Board of Directors and membership an accounting and report of the year's operation at the end of each fiscal year. The fiscal year is January 1 to December 31.

5) perform all other duties incident to the office of Treasurer.

Section 8.5.

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The President, Vice President or Treasurer shall, on being so directed by the Board of Directors, sign on behalf of the Corporation, all contracts or other instruments in writing.

Section 8.6.

No officer or Director shall by reason of such office be entitled to receive any salary or compensation from the Corporation, but nothing herein contained shall be construed to prevent an officer or Director from receiving from the Corporation compensation for services performed in a capacity other than as an officer or Director.

ARTICLE IX

Fees, Dues and Assessments

Section 9.1.

The Board of Directors may assess the owners of real property in Cape Cod Village Club, Inc., for the purpose specified in Section 7.3 of Article VII. The owners of real property shall be liable for a proportionate share of such assessment, and if more than one person owns real property, such owners shall be jointly and severally liable for a proportionate share of such assessment. The assessment shall be due and payable to Cape Cod Village Club, Inc. and sent to the Treasurer on such date as directed in the Notice of Assessment as sent to each owner. Assessments paid thirty (30) days late will be assessed a ten (10%) percent penalty. After sixty (60) days, the rights and privileges of a member may be suspended or revoked upon notification by the Treasurer of their delinquent status. However, if the Treasurer is notified by a member of personal hardship, no penalty may be assessed; but

The President, Vice President or Treasurer shall, on being so directed by the Board of Directors, sign on behalf of the Corporation, all contracts or other instruments in writing.

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the member shall be expected to pay at a mutually agreed upon reasonable time. The Board of Directors shall be notified within ten (10) days if a member is in arrears.

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ARTICLE X

ARTICLE X

Architectural Committee

Architectural Committee

Section 10.1. Architectural Committee Composition

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The Architectural Committee shall be composed of at least three (3), but no more than five (5) members, as determined by the chairperson, who shall be appointed for a term of two (2) years. No member of said Committee shall be entitled to any compensation for services rendered as a member of such Committee.

The Architectural Committee shall be composed of at least three (3), but no more than five (5) members, as determined by the chairman, who shall be appointed for a term of two (2) years. No member of said Committee shall be entitled to any compensation for services rendered as a member of such Committee.

Section 10.2. Architectural Committee Purpose

10.2. Architectural Committee Purpose

The Architectural Committee shall review proposed alterations to existing residences and structures and the design of new residences and structures to strive for continuity of the character and integrity of Cape Cod Village and the continued aesthetics and harmony existing therein.

The Architectural Committee shall review proposed alterations to existing residences **and structures** and the design of new residences **and structures** to **strive** for continuity of the character and integrity of Cape Cod Village and the continued aesthetics and harmony existing therein.

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ARTICLE XI

Criteria For Architectural Committee

Section 11.1, The Architectural Change Process:

(1) Any member planning construction of a new home, a major remodel, renovation, or an addition or plans to construct or renovate any structure will be required to submit a set of plans to the Architectural Committee for review.

The member must also submit an Architectural Application form along with a refundable deposit equal to \$1.00 per total square foot of new construction with a minimum refundable deposit of \$500.00 and maximum of \$2500.00. Any expenses the club would incur including but not limited to legal fees or site cleanup from construction or damage to club property or other members property are the responsibility of the applicant. Expenses may be deducted from the deposit. Any remaining balance of the deposit will be refunded within 30 days of completion of the project, whose date is determined by the Board of Directors. Any expenses not covered by the deposit shall be due within 30 days

ARTICLE XI

Criteria for Architectural Committee

Section 11.1. The Architectural Change Process:

1) Any member planning construction of a new home, a major remodel, renovation, or an addition or plans to construct or renovate any structure will be required to submit a set of plans to the Architectural Committee for review. **[The member must also submit an Architectural Application form along with a refundable deposit equal to \$1.00 per square foot of new construction with a minimum refundable deposit of \$500.00. Any expenses the club would incur either with legal fees or site cleanup from construction or damage to club property or other members property may be deducted from this deposit. The balance of the deposit will be refunded within 30 days of completion of the project.]** Examples of structures include but are not limited to sheds, carport, garage, fuel storage tank, fence, generator or any other man made artifact. The member may be required to appear or to have their architect/builder present at an Architectural Committee hearing/meeting and a Board of Directors

**Commented [JR88]:** Mike Hm: I prefer to get the maximum value of \$2500 or at least have some maximum defined. Why is this proposal to remove it present?

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of notice to the applicant that the deposit has been exhausted and additional expenses have or shall be incurred.

Examples of structures include but are not limited to sheds, carport, garage, fuel storage tank, fence, generator or any other man made artifact. The member may be required to appear or to have their architect/builder present at an Architectural Committee hearing/meeting and a Board of Directors meeting for the purpose of explaining in detail, using their prepared plans, the following: size and overall dimensions, external structure and design changes, character, balance, scale/proportion and symmetry with the existing community and surrounding area. All plans must comply with the member's individual deed restrictions (one of the three forms of deed restrictions attached, appendices A – C).

(2) A member must submit plans, an Architectural Application, and deposit to the Architectural Committee and must get Board of Director's approval before seeking town approval. This rule does not preclude a member from consulting with the town for application preparation or questions. In the event a member proceeds with the town process before obtaining club approval the club may cease processing the application and may assess a fee of up to \$500, which would be deducted from the application deposit.

(3) The Architectural Committee shall review proposed alterations to existing residences/structures and the design of new residences/structures to ensure continuity of the character and integrity of Cape Cod Village and the continued aesthetics and harmony existing therein. They will review the proposed application to see if they meet the requirements set forth in the By-Laws.

meeting for the purpose of explaining in detail, using their prepared plans, the following: size and overall dimensions, external structure and design changes, character, balance, scale/proportion and symmetry with the existing community and surrounding area. All plans must comply with the member's individual deed restrictions (one of the three forms of deed restrictions attached, appendices A – C).

2) A member must submit plans, an **Architectural Application, and deposit** to the Architectural Committee and must get Board of Director's approval before seeking town approval. **This rule does not preclude a member from consulting with the town for application preparation or questions. In the event a member proceeds with the town process before obtaining club approval the club may cease processing the application and may assess a fee of up to \$500 which would be deducted from the application deposit.**

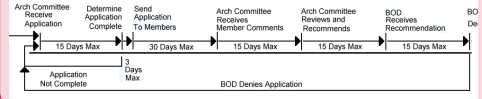
3) The Architectural Committee shall review proposed alterations to existing residences/**structures** and the design of new residences/**structures** to **ensure** continuity of the character and integrity of Cape Cod Village and the continued aesthetics and harmony existing therein. They will review the proposed application to see if they meet the requirements set forth in the Bylaws.

**Commented [JR89]:** Mike R: This is definitely a problem and needs some teeth i.e.. Suggestion, The club will not process and will not support any application that has been presented to the town before getting club approval. We might want to allow a member to apply for a variance while we are reviewing an application but not apply for planning board approval until the club process is completed.

Bob A: Also we should consider a refundable application fee to have some leverage here and also could be used for any expenses the club would incur either with legal fees or site cleanup from construction or damage to club property or other members' property. What happens after the club ceases processing of the application? If a member pays the fine, can he/she reapply to CCVC, assuming a new deposit is made? Should a sentence be added "This rule does not preclude a member from consulting with the town for application preparation or questions."

**Commented [JR90]:** Bob: What happens after the club ceases processing of the application? If a member pays the fine, can he/she reapply to CCVC, assuming a new deposit is made? Should a sentence be added "This rule does not preclude a member from consulting with the town for application preparation or questions."

**Commented [JR91]:** Mike H.: My Proposal to help understand the text section. Including a 3 day max time for the arch committee to email out the application to the members for review.



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(a) The Architectural Committee shall respond to the member who submitted the plans within 7 days, indicating all information required per the By-Laws has been received or letting the member know what additional information is required. If additional information is required, the Architectural Committee will have an additional 15 days to respond to the member once the additional information is received and deemed complete.

(b) Once the Architectural Committee has determined an application is complete, as described in the Bylaws, the Architectural Committee shall notify the general membership within 15 days, providing details in order to solicit all members' input and concerns. The general membership can provide feedback within 30 days from receiving notification from the Architectural Committee.

(c) The Architectural Committee will present all information for the plans, including members' input and concerns, with their recommendation to the Board of Directors within 15 days of completing the solicitation of all member's input. The Board of Directors will review the plans and members' concerns, and will clarify any issues with applicant.

(d) The Board of Directors will approve or reject the plans within 15 days of the receipt of the information from the Architectural Committee. Written notification of the decision will be supplied by the Board of Directors to the applicant.

a) The Architectural Committee shall respond to the member who submitted the plans within 15 days, indicating all information required per the Bylaws has been received or informing the member on what additional information is required. If additional information is required, the Architectural Committee will have an additional 15 days to respond to the member once the additional information is received and deemed complete.

b) Once the Architectural Committee has determined an application is complete, as described in the Bylaws, the Architectural Committee shall notify the general membership within 15 days, providing details in order to solicit members' input and concerns. The general membership can provide feedback within 30 days from receiving notification from the Architectural Committee.

c) The Architectural Committee will present all information for the plans, including members' input and concerns, with their recommendation to the Board of Directors within 15 days of completing the solicitation of member's input. The Board of Directors will review the plans and members' concerns, and will clarify any issues with the applicant.

d) The Board of Directors will approve or reject the plans within 15 days of the receipt of the information from the Architectural Committee. Written notification of the decision will be supplied by the Board of Directors to the applicant.

**Commented [JR92]:** Mike R: Is it necessary to have thirty days to respond when the only issue is whether it is a complete application? Ditto on second thirty days. I think a week or two would be plenty of time for the committee to review and determine if it is complete two weeks would shorten the time by 15 days.

**Commented [JR93]:** Mike Hm: I agree with the time increase for the architectural committee to 15 days since it just not acknowledgement of receipt of application but a response to what is missing.

**Commented [JR94]:** Mike R: This has proven to be a problem with the last couple of applications. We should word it that the Committee, once it is deemed complete will send it out to the membership within 15 days and then the membership has 30 days to respond. Shortening the time by 15 days.

**Commented [JR95]:** Mike R: Here too I think we might be able to shave some time. Does the committee need a month to review? Two weeks might be sufficient.

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(e) The approval will remain valid for a period of two years from date of approval. If construction does not begin within two years of approval, the board may review the plans to see if they adhere to any bylaw changes since approval.

(f) The applicant must meet with at least two board members to discuss the construction process and how it relates to the bylaws before construction can begin.

(g) Exterior construction must be completed within two years of start of construction.

(h) If the Architectural Committee and Board of Directors deny the building request of a member, said member has the right to appeal the decision to the general membership at the next scheduled meeting or special meeting. A final decision rendered by a two thirds vote of the membership present and proxy shall rule.

(4) Any building or any part thereof, constructed, altered or improved shall conform to the By-Laws as well as those rules and regulations as set forth by the Town of Hague and Warren County building codes and/or ordinances.

Section 11.2. Architectural Application Process:

(1) Applicant submits plot plans with a survey showing lot with all structures visible. Examples of structures include but are not limited to tanks, generators, garages, carports, fences and any other man made artifact.

e) The approval will remain valid for a period of two years from date of approval. If construction does not begin within two years of approval the board may review the plans to see if they adhere to any bylaw changes since approval.

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**Commented [g96]:** Pat: Why refine this as "Exterior"? It is potentially disruptive to have worker traffic in and out of a house to complete interior work. Additionally, there is typically noise – even if in short blasts.

**Commented [JR97]:** Mike R: Again do we need 30 days to review?

**Commented [JR98]:** Mike H.: Does this include house only or house plus other structures?

What about hardship cases.

How will you penalize

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(2) Applicant must submit architectural drawings showing all exterior views with measurements. The views should include doors, windows, trim, siding and colors.

Section 11.3. Criteria to meet:

The architectural criteria to meet, depends on the lot location and associated size. Section 11.3.A describes the criteria for all lots, excluding lots 1, 2, 3 and 4 to the west of NY State Route 9N. Section 11.3.B identifies the criteria for lots 1, 2, 3 and 4 to the west of NY State Route 9N.

Section 11.3.A. Criteria for development, excluding lots 1, 2, 3, and 4, west of NY State Route 9N (as described in Map of a proposed subdivision for Robert Ragot, Situate in Town of Hague, County of Warren, State of New York, dated 5 February 2013):

(1) Maximum height of 22 feet. This measurement is made from 8 inches above the existing grade, or the top of the existing foundation (whichever is higher), to the top of the highest roof peak.

(2) The footprint (measured using exterior wall dimensions) may not exceed a total of 1400 square feet. The following ARE considered part of the footprint: residence, porches (covered or uncovered), decks (covered or uncovered), covered stoops, bays, bulkhead doors, and all other covered areas (unless specified otherwise). The following ARE NOT considered part of the footprint: sheds, garages, carports, uncovered stoops and ground level patios.

2) Applicant must submit architectural drawings showing all exterior views with measurements. The views should include doors, windows, trim, siding and colors.

Section 11.3.A. Criteria for development (excluding lots 1, 2, 3, and 4 West of Route 9N as described on subdivision map “blah blah blah”):

1) Maximum height of 22 feet. This measurement is made from 8 inches above the existing grade, or the top of the existing foundation (whichever is higher), to the top of the highest roof peak.

2) The footprint (measured using exterior wall dimensions) may not exceed a total of 1400 square feet. The following ARE considered part of the footprint: main living structure, porches (covered or uncovered), decks (covered or uncovered), covered stoops, bays, bulkhead doors, and all other covered areas (unless specified otherwise). The following ARE NOT considered part of the footprint: sheds, garages, carports, uncovered stoops, and ground level patios.

**Commented [JR99]:** Mike Hm: wordsmithing ok, but should put real reference to west side of 9N subdivision map instead of “blah, blah, blah”.

**Commented [JR100]:** Mike R: I agree it would be best to have one set of regulations for all lots and that we should consider a height of 25 feet with a minimum roof pitch of 8/12, which would improve the roof look but that will not address the issue of boxy walls. We can discuss a wall height restriction, but this issue gets complicated. Again, we have been somewhat successful with using the current wording in the bylaws to make applicants dress up their plans. To simplify this issue while we muddle through it we could amend the height restriction on any lot over a certain size. This has been an issue for a while. In the past three or four applications the objections and concerns have been tall boxy walls, not simply tall walls and shallow pitched roofs. With the current building codes it is difficult to build 22 foot two story house without ending up with a boxy shallow pitched roof. We should consider a height of 25 feet and if we want to control tall boxy walls and shallow roofs then add requirements addressing those issues i.e. Maximum wall height and/or minimum roof pitch. We would end up with steeper roofs, shorter wall heights and 25 foot maximum heights. Similar to The Browns and my renovation but 3 feet taller.

**Commented [JR101]:** Bob: Should this be called residence to be consistent with other parts of the by-laws which separate residence and structure???

**Commented [JR102]:** Mike R: This issue has come up recently with the Ragot lots. As written the bylaw states “first floor” does that include garage, shed, carport floors. Has the square footage been taken into account with sheds, carports and garages in the past? The size of the lot and the setbacks should be taken into consideration and is factored in during the town process. Garages, sheds, carports and/or other accessory structures are not included in first floor footprint but must meet town setback requirements without a variance and meet all other club requirements. Town requirements as of 01/01/16 are front and rear setbacks of 25 feet and side setback of 10 feet. (will check with town). (2A) Any lot 1.1 acre or larger the square footage of the first floor footprint may not exceed a total of 1400 square feet. The following are considered part of the footprint. First floor living space only. Porches, decks, bays and covered areas are not included in the 1400 square foot. These lots may not have any additional living space in or over a garage, outbuilding, or over a carport.

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- (3) Only the 1400 square foot footprint may have living space. No living space is allowed in or above garages, sheds or any other outbuilding.
- (4) The design of new or renovated structures must be consistent with the harmony, balance, scale, proportion, consistency, and character of the existing structures in the Club as determined by the Board of Directors.
- (5) Changes to the original footprint must adhere to setbacks as specified by the deed restrictions, even if the original footprint does not adhere to these setbacks.

Section 11.3.B.

Criteria for development on lots 1, 2, 3, and 4 west of NY State Route 9N (as described in Map of a proposed subdivision for Robert Ragot, Situate in Town of Hague, County of Warren, State of New York, dated 5 February 2013) is shown below. Note: Lot 1 shall also comply with the Ragot agreement, dated 25 March 2013, on file with the Secretary.

- (1) Maximum height of 25 feet. This measurement is made from 8 inches above the existing grade to the top of the highest roof peak.
- (2) The footprint (measured using exterior wall dimensions) may not exceed a total of 1400 square feet. The following are NOT considered part of the footprint: porches (covered or uncovered), decks (covered or uncovered), stoops (covered or uncovered), bays, bulkhead doors, sheds, garages, carports, patios

- 3) Only the 1400 square foot footprint may have living space. No living space is allowed in or above garages, sheds, or any other outbuildings.
- 4) The design of new or renovated structures must be consistent with the harmony, balance, scale, proportion, consistency, and character of the existing structures in The Club as determined by the Board of Directors.
- 5) Changes to the original footprint must adhere to setbacks as specified by the deed restrictions, even if the original footprint does not adhere to these setbacks.

Section 11.3.B.

Criteria for development on lots 1, 2, 3, and 4 West of Route 9N (as described in Map of a proposed subdivision for Robert Ragot, Situate in Town of Hague, County of Warren, State of New York, dated 5 February 2013):

- 1) Maximum height of **25** feet. This measurement is made from 8 inches above the existing grade to the top of the highest roof peak.
- 2) The footprint (measured using exterior wall dimensions) may not exceed a total of 1400 square feet. The following are NOT considered part of the footprint: porches (covered or uncovered), decks (covered or uncovered), stoops (covered or uncovered), bays, bulkhead doors, sheds, garages, carports,

**Commented [JR103]:** Mike R: Claire Best's garage?

**Commented [npauto@ao104]:** We should reference the Ragot subdivision agreement and that Lot #1 must also meet the criteria of that agreement

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(ground level or raised) and all other covered or uncovered areas other than the main living structure.

- (3) Only the 1400 square foot footprint may have living space. No living space is allowed in or above garages, sheds or any other outbuildings.
- (4) The design of new structures must be consistent with the harmony, balance, scale, proportion, consistency, and character of the existing structures in the Club as determined by the Board of Directors.
- (5) Changes to the original footprint must adhere to setbacks as specified by the deed restrictions, even if the original footprint does not adhere to these setbacks.
- (6) The lot to be developed must be a minimum size of 1.1 acres.
- (7) Any structure to be built must adhere to a front, back and side setbacks defined by either the town or deed restrictions, whichever is more restrictive.

Section 11.4. Existing Structures:

(1) Structures in existence on August 1, 1993, that do not conform to the architectural restrictions imposed herein shall be allowed to exist. If, however, said nonconforming structures are removed from the property voluntarily or are destroyed by fire or some other casualty, the replacement structure shall be designed to conform to the architectural standards set forth in these By-Laws.

patios (ground level or raised), and all other covered or uncovered areas other than the main living structure.

- 3) Only the 1400 square foot footprint may have living space. No living space is allowed in or above garages, sheds, or any other outbuildings.
- 4) The design of new structures must be consistent with the harmony, balance, scale, proportion, consistency, and character of the existing structures in The Club as determined by the Board of Directors.
- 5) Changes to the original footprint must adhere to setbacks as specified by the deed restrictions, even if the original footprint does not adhere to these setbacks.
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- 7) Any structure to be built must adhere to a front, back, and side setbacks defined by either the town or dead restrictions, whichever is more restrictive.

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1) Structures in existence on August 1, 1993 that do not conform to the architectural restrictions imposed herein shall be allowed to exist. If, however, said nonconforming structures are removed from the property voluntarily or are destroyed by fire or some other casualty, the replacement structure shall be designed to conform with the architectural standards set forth in these Bylaws.

**Commented [JR105]:** What do the deeds for these new lots/homes say? Different than 25ft front and back and 10ft sides?



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Section 11.5. Restrictions:

(1) There is to be no major construction which would be disruptive to the peace/tranquility and character of the other homes and property from July 3rd through the day after Labor Day. This restriction may be exempt when the home or property requires immediate work due to fire, weather or other unforeseen events that expose the home or property to further damage. Approval to exempt this restriction requires a majority vote by the Board of Directors.

Major construction includes, but is not limited to excavation work, roofing, siding, masonry work, repetitive interior or exterior nailing or sawing, prolonged pressure washing, major tree work. Construction equipment should be removed from the job site during the months of July and August and the site should be cleaned up. Construction equipment includes, but is not limited to, heavy equipment, construction trailers, scaffolding, and storage containers. Supplies and material should not block neighbors view and should be covered. Normal maintenance procedures such as lawn mowing, weed trimming, hedge trimming, minor landscaping, cutting firewood, short term pressure washing, painting, minor non-repetitive nailing and sawing are permitted.

(2) Work in general on grounds or external home repair, cannot begin before 8:00 A.M. and must end by 8:00 P.M.

Section 11.6. Changes to Architectural Applications:

(1) There shall be no changes in the plans once they have been approved unless the member and / or architect/designer/builder appears before the Architectural

Section 11.5. Restrictions:

1) There is to be no major construction which would be disruptive to the peace, tranquility, and character of the other homes and property during the months of July and August. This restriction may be exempt when the home or property requires immediate work due to fire, weather or other unforeseen events that expose the home or property to further damage. Approval to exempt this restriction requires a majority vote by the Board of Directors. **Major construction includes, but is not limited to; excavation work, roofing, siding, masonry work, repetitive interior or exterior nailing or sawing, prolonged pressure washing, major tree work. Construction equipment should be removed from job site during the months of July and August and the site should be cleaned up. Construction equipment includes, but is not limited to; heavy equipment, construction trailers, scaffolding, and storage containers. Supplies and material should not block neighbors view and should be covered. Normal maintenance procedures such as lawn mowing, weed trimming, hedge trimming, minor landscaping, cutting firewood, short term pressure washing, painting, minor non-repetitive nailing and sawing are permitted.**

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There shall be no changes in the plans once they have been approved unless the member and / or architect/designer/builder appears before the

**Commented [JR106]:** Mike R: What about construction equipment such as scaffolding, excavation equipment, construction and equipment trailers and general site condition. Consider adding a provision an extension period of a few days to complete a project? I think this is provided for already above but should include immediate neighbors input in case it impedes on a members scheduled event i.e. a wedding or party. This also has been an issue for awhile and needs to be clarified. What is major construction and what is disruptive to peace/tranquility and character? Do we need to have a list of construction that is definitely "major construction" or do we gauge it by comparing it to lawn mowers, weed-whackers and pressure washers. What/who determines disruptive and is it disruptive if nobody complains. Some members only have summer months to do maintenance and repairs on their homes.

**Commented [JR107]:** Mike R : Should we add a time limit to complete construction for at least the exterior and site work. A two-year period? Included above.

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Committee and the Board of Directors to provide a clearly defined description of change(s). The Board of Director then approves changes. A written notice of change(s) will be prepared by Board of Directors and distributed to general membership.

Architectural Committee and the Board of Directors to provide a clearly defined description of change(s). Changes are then approved by the Board of Director. A written notice of change(s) will be prepared by Board of Directors and distributed to general membership.

ARTICLE XII

ARTICLE XII

Cape Cod Village Club Inc.  
Rules And Regulations - Land Use

Cape Cod Village Club Inc.  
Rules and Regulations - Land Use

Section 12.1.

Section 12.1.

Any cosmetic change to Corporate Property, i.e., pier area (whips, lifts) should be brought before the appropriate committee for approval.

- 1) Any cosmetic change to Corporate Property, i.e., pier area (whips, lifts) should be brought before the appropriate committee for approval.
- 2) No drinking of alcoholic beverages and beverages and food contained in glass containers on beaches or docks. Grills may be used, but no open fires are allowed in the beach area.
- 3) Children under 10 are not allowed to swim without supervision.
- 4) No running on docks and no diving in shallow areas.

(a) No drinking of alcoholic beverages and beverages and food contained in glass containers on beaches or docks. Grills may be used, but no open fires are allowed in the beach area.

(b) Children under 10 are not allowed to swim without supervision.

(c) No running on docks and no diving in shallow areas.

**Commented [HC(108)]:** beverages,(remove and)

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(d) Pets are not allowed on Club grounds or in cottages, with the exception of house-bound domesticated cats that are allowed.

(e) No crossing private property to North Beach. Use roadway from 9N.

(f) Seniority is not the only standard for the assignment of dock space.

(g) Dock space is assigned by Dock Committee based on size of boat, safety, and seniority.

(h) Only watercraft up to 16 feet can be launched at Club launch areas. If the watercraft is launched by a vehicle it must be 4 wheel drive capable. Only members that are listed on the LGPC Launch Agreement may launch trailered boats from the CCVC launch ramp.

(i) Boats are not to be used as sleeping quarters.

(j) Cars must be parked in designated areas and not on greens. Observe the 10 MPH speed limit. No minibikes, snowmobiles, or camping vehicles to be used on Club grounds.

(k) No boats larger than 22' in length.

(l) No fishing under 10 on pier without an adult.

5) Pets are not allowed on Club grounds or in cottages, with the exception of house-bound domesticated cats ~~that are allowed.~~

6) No crossing private property to North Beach. Use roadway from 9N.

7) Seniority is the standard for the assignment of dock space

8) Dock space is assigned by Dock Committee based on size of boat, safety, and seniority.

9) Only watercraft up to 16 feet can be launched at Club launch areas. If the watercraft is launched by a vehicle it must be 4 wheel drive capable. Only members that are listed on the LGPC Launch Agreement may launch trailered boats from the CCVC launch ramp.

10) Boats are not to be used as sleeping quarters.

~~11) The Club House is available for adult functions only. The Club House Lounge is available for adults and children. Keys to the Club House are available from members of the Board of Directors.~~

12) Cars must be parked in designated areas and not on greens. Observe the 10 MPH speed limit. No minibikes, snowmobiles, or camping vehicles to be used on Club grounds.

13) No boats larger than 22' in length.

14) No fishing under 10 on pier without an adult.

**Commented [g109]:** Pat: Given legalities related to Emotional Support Animals, suggest this be replaced with:

5) Animals

Pets are not allowed on Club grounds or in cottages. One exception: Domesticated cats which are house-bound are permitted in owner-occupied residences.

Notwithstanding the above, the Club abides by Federal, New York State and Town laws in regards to member service animals and emotional support animals. CCVC's Reasonable Accommodation Policy and Reasonable Accommodation Form related to these animals are included as attachments x and y.

**Commented [HC110]:** I thought this was not the case at this time remove.

**Commented [HC111]:** Replace with dockmaster and/or dock committee

**Commented [HC112]:** Usage should be added.

**Commented [HC113]:**

**Commented [JR114]:** Mike Hm: this item is not in the 2016 by-laws, wordsmithing ok

**Commented [JR115]:** How are we measuring 22'? What are the repercussions for a larger boat? How to regulate renter's boats?

**Commented [g116]:** Pat: Fishing on piers/dock in proximity to boats should be prohibited. It is extremely concerning that someone could snag a fish hook on a boat canvas. Suggest rewording:  
14: Fishing on piers/docks within proximity to moored boats is not permitted.  
When fishing in permitted areas, children under 10 must be accompanied by an adult.

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(m) Member renting their homes must provide the renter with the Renter's Agreement packet prior to renting so that renters can understand the rules, provide information and sign forms. Supply a copy of these rules to those people renting their homes.

(n) Individual members will be responsible for any damage to club or personal property caused by themselves, their renters or visiting guests.

ARTICLE XIII

Amendment Of By-Laws

Section 13.1.

The By-Laws and Rules and Regulations may be amended or repealed at either the spring meeting or at the fall annual meeting by an affirmative vote of not less than two-thirds (2/3rds) of all voting members present in person or by proxy as provided in subdivision (4) of Section 1.2 of Article I of these By-Laws.

Section 13.2.

Members shall be given fifteen (15) days notice of any and all proposed changes in the By-Laws in accordance with the provisions of Section 4.5 of Article IV hereof.

15) Member renting their homes must provide the renter with the Renter's Agreement packet prior to renting so that renters can understand the rules, provide information and sign forms. Supply a copy of these rules to those people renting their homes. **A member must remove their boat in order to make room for their renter if directed to do so by the Dock Master or Board of Directors.**

16) Individual members will be responsible for any damage to club or personal property caused by themselves, their renters or visiting guests.

17) **Jet skis are not allowed to be docked in a deep water slip.**

ARTICLE XIII

Amendment of Bylaws

Section 13.1.

The Bylaws and Rules and Regulations may be amended or repealed at either the spring meeting or at the fall annual meeting by an affirmative vote of not less than two-thirds (2/3rds) of all voting members present in person or by proxy as provided in subdivision (4) of Section 1.2 of Article I of these Bylaws.

Section 13.2.

Members shall be given fifteen (15) days notice of any and all proposed changes in the Bylaws in accordance with the provisions of Section 4.5 of Article IV hereof.

**Commented [JR117]:** Should there be a timeframe in which they must provide the renter with the Agreement? 1 month in advance? 2 weeks? Should the Board be notified if the renter has a boat by a certain time?

**Commented [HC118]:** I thought it was changed to any member renting to an individual who needs a dock space they have to take their boat out and the renter uses the members slip.

**Commented [JR119]:** Mike Hm: additional requirement ok

**Commented [JR120]:** Mike Hm: li am ok with this as long as someone can define what a deep water slip is ok (definition section?)

**Commented [HC121]:** If wording is to change about meetings this will have to agree with the change.

<b>Current Bylaws (2017)</b>	<b>Proposed Changes</b>
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Section 13.3.

The By-Laws are to be reviewed every four (4) years.

Section 13.4.

Severability; invalidation of any section of these By-laws or restrictions by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.

APPENDIX A

Covenants – Glenn Barnes – Liber 399 Page 271

1. The premises shall be used solely and exclusively for single family private residence purposes.
2. No buildings shall be erected or reconstructed upon said premises unless or until the grading plan of lot, including the grade elevations of the buildings and structures, the plot plan showing the proposed location of said buildings and structures upon said premises and the plans, specifications and details of said buildings and structures have been approved in writing by the Grantor. Upon completion of the construction of a dwelling house on said premises it shall be conclusively presumed, in so far as any bona fide purchaser or mortgagee from the Grantee is concerned, that the location of said dwelling house and all other buildings thereon has been approved by the Grantor, unless there

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Commented [HC(122)]: approved

**Current Bylaws (2017)**

**Proposed Changes**

shall have been recorded in the Warren County Clerk's Office a notice to the effect that such approval has been withheld.

3. No fence, hedge or boundary marker more than four (4) feet in height shall be erected, placed or maintained upon the premises, and no fence, wall, hedge or mass planting shall be permitted to extend nearer to any road than the minimum building setback line.

4. The premises hereby conveyed shall not be subdivided.

5. No trailer, basement, tent, truck or garage shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence on said premises.

6. No chickens or other fowl or livestock of any kind will be kept or harbored on said premises.

7. No motor vehicles shall be parked on the private roads of the Grantor, except at places set apart by the Grantor for the purpose.

8. No business or occupation, or any nuisance whatever, or any trading or manufacturing business, trade or occupation shall be erected, carried on, maintained or permitted on the premises at any time nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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8) No business or occupation, or any nuisance whatever, or any trading or manufacturing business, trade or occupation shall be erected, carried on, maintained or permitted on the premises at any time nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9) No residence, garage, or out buildings, of any type shall be erected on the said land within twenty (20) feet of any of the

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9. No residence, garage, or out buildings, of any type shall be erected on the said land within twenty (20) feet of any of the roads or roadways, referred to herein, or within twenty (20) feet of any side or rear area, except within the area occupied by the present building.

10. The Grantees will pay from time to time such equitable proportion, as may be fixed by the Grantor, of the actual cost including property taxes, to the Grantor of maintenance or furnishing of roads, water supply, bathing beach and adjacent area and other facilities which the Grantor covenants to maintained or furnished hereunder, and of the cost of maintenance of the dock adjacent to the bathing beach area over which the Grantees have an easement, as long as such dock is maintained by the Grantor; provided that such charge shall not be a lien on the premises hereby conveyed and that the receipt of the Grantor shall be conclusive evidence of the payment thereof.

11. The Grantor reserves the right to release, or modify the above restrictions as to any portion of the property owned by it at Cape Cod Village, except as to the beach and other recreation area described under easement (3.) above.

APPENDIX B

Covenants – Glenn Barnes – Liber 448 Page 41

1. The premises shall be used solely and exclusively for single family private residence purposes.
2. No buildings shall be erected or reconstructed upon said premises unless or until the grading plan of lot, including the grade elevations of the buildings and structures upon

roads or road-ways, referred to herein, or within twenty (20) feet of any side or rear area, except within the area occupied by the present building.

10) The Grantees will pay from time to time such equitable proportion, as may be fixed by the Grantor, of the actual cost including property taxes, to the Grantor of maintenance or furnishing of roads, water supply, bathing beach and adjacent area and other facilities which the Grantor covenants to maintained or furnished hereunder, and of the cost of maintenance of the dock adjacent to the bathing beach area over which the Grantees have an easement, as long as such dock is maintained by the Grantor; provided that such charge shall not be a lien on the premises hereby conveyed and that the receipt of the Grantor shall be conclusive evidence of the payment thereof.

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said premises and the plans, specifications and details of said buildings and structures have been approved in writing by the Grantor. Upon completion of the construction of a dwelling house on said premises it shall be conclusively presumed, in so far as any bona fide purchaser or mortgage from the Grantee is concerned, that the location of said dwelling house and all other buildings thereon has been approved by the Grantor, unless there shall have been recorded in the Warren County Clerk's Office a notice to the effect that such approval has been withheld.

3. No fence, hedge or boundary marker more than four (4) feet in height shall be erected, placed or maintained upon the premises.
4. The premises hereby conveyed shall not be subdivided.
5. No trailer, basement, tent, truck or garage shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence on said premises.
6. No chickens or other fowl or livestock of any kind will be kept or harbored on said premises.
7. No motor vehicles shall be parked on private roads of the Grantor, except at places set apart by the Grantor for the purpose.
8. No business or occupation, or any nuisance whatever, or any trading or manufacturing business, trade or occupation shall be erected, carried on, maintained or permitted on the premises

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- 8) No business or occupation, or any nuisance whatever, or any trading or manufacturing business, trade or occupation shall be erected, carried on, maintained or permitted on the premises at any time nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.



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at any time nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No residence, garage, or out buildings, of any type shall be erected on the said land within eight (8) feet of the boundary line of said land.

10. The grantee will pay from time to time such equitable proportion, as may be fixed by the Grantor, of the actual cost including property taxes, to the Grantor of maintenance or furnishing of roads, water supply, bathing beach and adjacent area and other facilities which the Grantor covenants to be maintained or furnished hereunder, and of the cost of maintenance of the dock adjacent to the bathing beach area over which the Grantee has an easement as long as such dock is maintained by the Grantor; provided that such charge shall not be a lien on the premises hereby conveyed and that the receipt of the Grantor shall be conclusive evidence of the payment thereof.

11. The Grantor reserves the right to release, or modify the above restrictions as to any portion of the property owned by it at Cape Cod Village.

12. In the event that the Grantee shall desire to sell, the Grantor shall have the right to purchase the parcel herein conveyed, together with the buildings and improvements thereon erected by paying to the Grantee an amount equal to that of any bonafide offer. The Grantee shall give notice of his intention to sell inwriting, fixing amount of the bonafide offer and the Grantor shall have ten (10) days from the receipt of the said notice to either accept or decline.

9) No residence, garage, or out buildings, of any type shall be erected on the said land within eight (8) feet of the boundary line of said land.

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APPENDIX C

**Current Bylaws (2017)**

**Proposed Changes**

APPENDIX C

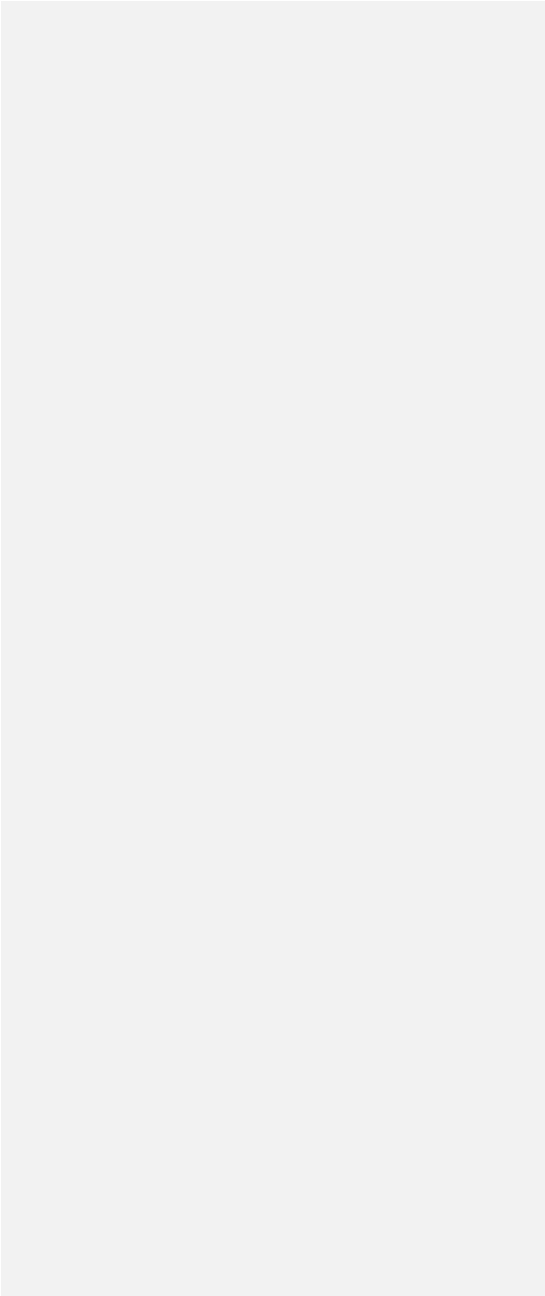
Covenants – Glenn Barnes – Liber 471 Page 430

1. The premises shall be used solely and exclusively for single family private residence purposes.
2. No buildings shall be erected or reconstructed upon said premises unless or until the grading plan of lot, including the grade elevations of the building and structure upon said premises and the plans, specifications and details of said buildings and structures have been approved in writing by the Grantor. Upon completion of the construction of a dwelling house on said premises it shall be conclusively presumed, in so far as any bona fide purchaser or mortgage from the Grantees is concerned, that the location of said dwelling house and all other buildings thereon has been approved by the Grantor, unless there shall have been recorded in the Warren County Clerk’s Office a notice to the effect that such approval has been withheld.
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Covenants – Glenn Barnes – Liber 471 Page 430

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<p>6. No chickens or other fowl or livestock of any kind will be kept or harbored on said premises.</p> <p>7. No motor vehicles shall be parked on the private roads of the Grantor, except at places set apart by the Grantor for the purpose.</p> <p>8. No business or occupation, or any nuisance whatever, or any trading or manufacturing business, trade or occupation shall be erected, carried on, maintained or permitted on the premises at any time nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.</p> <p>9. No residence, garage, or out buildings, of any type shall be erected on the said land within eight (8) feet of the boundary line of said land.</p> <p>10. The Grantee will pay from time to time such equitable proportion, as may be fixed by the Grantor, of the actual cost including property taxes, to the Grantor of maintenance or furnishing of roads, water supply, bathing beach and adjacent area and other facilities which the Grantor covenants to maintained or furnished hereunder, and of the cost of maintenance of the dock adjacent to the bathing beach area over which the Grantees have an easement as long as such dock is maintained by the Grantor; provided that such charge shall not be a lien on the premises hereby conveyed and that the receipt of the Grantor shall be conclusive evidence of the payment thereof.</p> <p>11. The Grantor reserves the right to release, or modify the above restrictions as to any portion of the property owned by it at Cape Cod Village.</p>	<p>7) No motor vehicles shall be parked on the private roads of the Grantor, except at places set apart by the Grantor for the purpose.</p> <p>8) No business or occupation, or any nuisance whatever, or any trading or manufacturing business, trade or occupation shall be erected, carried on, maintained or permitted on the premises at any time nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.</p> <p>9) No residence, garage, or out buildings, of any type shall be erected on the said land within eight (8) feet of the boundary line of said land.</p> <p>10) The Grantee will pay from time to time such equitable proportion, as may be fixed by the Grantor, of the actual cost including property taxes, to the Grantor of maintenance or furnishing of roads, water supply, bathing beach and adjacent area and other facilities which the Grantor covenants to maintained or furnished hereunder, and of the cost of maintenance of the dock adjacent to the bathing beach area over which the Grantees have an easement as long as such dock is maintained by the Grantor; provided that such charge shall not be a lien on the premises hereby conveyed and that the receipt of the Grantor shall be conclusive evidence of the payment thereof.</p> <p>11) The Grantor reserves the right to release, or modify the above restrictions as to any portion of the property owned by it at Cape Cod Village.</p> <p>12) In the event that the Grantee shall desire to sell, the Grantor shall have the right to purchase the parcel herein conveyed,</p>



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12. In the event that the Grantee shall desire to sell, the Grantor shall have the right to purchase the parcel herein conveyed, together with the buildings and improvements thereon erected by paying to the Grantee an amount equal to that of any bona fide offer. The Grantees shall give notice of his intention to sell in writing, fixing amount of the bona fide offer and the Grantor shall have ten (10) days from the receipt of the said notice to either accept or decline.

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Commented [HC(123)]: Is this always followed now??

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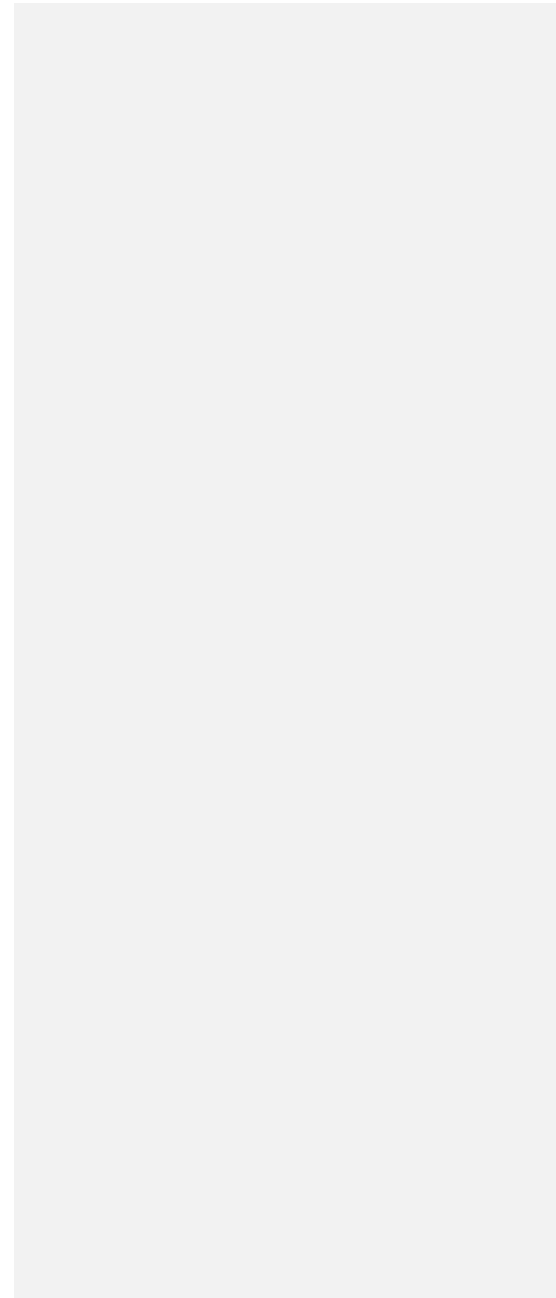
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Pat: "Both" here does not seem valid. (a) includes retention of voting and (b) releases voting. Can't have it "both" ways. In an earlier iteration of bylaw reviews, I had suggested something similar to :

**"The form must also represent the following:**

- a) Transferor will continue to be the primary resident of the property, and
  - i) Transferor wishes to either (a) retain his/her voting privileges, or (b) release his/her voting privileges to an Associate Member
  - ii) Transferor will actively use his/her boat, and wishes to either (a) retain his/her dock seniority, or (b) release his/her dock seniority

OR

- b) Transferor will no longer be primary resident of the property.
  - i) Transferor wishes to either (a) retain his/her voting privileges, or (b) release his/her voting privileges to an Associate Member
  - ii) Transferor will actively use his/her boat, and wishes to either (a) retain his/her dock seniority, or (b) release his/her dock seniority

Although (b) may not be common, it is feasible if for example a current owner uses his/her home only for a week each summer – but their friends or family use it the balance.

Pat: similar to concerns in section 1.2 regarding Members and Associate Members, this assumes member has a traditional "family". Shouldn't the Certificate of Membership just transfer to the Associate Member designated by the Member?

(Hopefully the Member's Deed or Will would synch with this and indicate the same person – but I don't think that's our concern in the Bylaws)

Suggested replacement text:

Upon the death of any member leaving a surviving spouse, or immediate family member, the certificate of membership shall automatically pass to such spouse or an immediate family member(s).

Alternatively, if the member has designated a non-spouse or non-family member as their Associate Member on their "Membership Information Form", the Certificate of Membership shall pass to that designee.

**Seniority would remain intact.**