

**CONSTITUTION**  
**of**  
**KNOLLWOOD BEACH ASSOCIATION, INC.**  
**AS AMENDED OCTOBER 5, 2019**

**ARTICLE I**

The name of this association shall be Knollwood Beach Association, Inc.

**ARTICLE II**

The objects of this Association are to further and protect the mutual interests of its members and in connection therewith to own, lease and maintain community buildings, parks, playgrounds, roads, bathing beaches, and to provide public improvements.

**ARTICLE III - MEMBERSHIP**

Every person, group, firm, partnership, association or corporation who or which is the recorded and bona fide owner of one or more lots located and situated entirely within the development as shown on a certain map entitled "Map of Knollwood Beach situated at East Neck, Town of Huntington, Suffolk County, New York, Property of Hall, Ruland & Gale, Inc." which map was filed in the office of the County Clerk of Suffolk County on the 6<sup>th</sup> day of July, 1925 as and by map #209, is by reason of such recorded ownership, a member of the Knollwood Beach Association, Inc. and as such is fully responsible for their proportionate share of the obligations assumed by this Association as hereinafter determined. This responsibility was legally incurred by the original purchasers of property in Knollwood Beach and follows the property as defined in a legal document entitled "Knollwood Beach Agreement" as recorded in the Suffolk County Clerk's office on January 20, 1928, Liber 1327, Pages 498-516, incl.

**ARTICLE IV - INITIATION FEES - DUES**

SECTION (a) There shall be no initial or entrance fees, however a tentative budget will be prepared annually by the Board of Trustees and a copy of such budget shall be mailed to each member with the notice of the annual meeting. This budget, or any modification thereof, shall be voted by the members at the annual meeting, and after its adoption, it shall be the budget for the coming fiscal year and the amount so voted shall be assessed equally among the members. However, if a member owns more than one dwelling unit, he shall be assessed according to the number of dwelling units owned. Owners of vacant lots shall be considered as owning one dwelling unit.

SECTION (b) It is further stipulated and agreed that said assessment shall become a lien on each respective property immediately after the vote of the budget in the amount of the quotient as hereinbefore set forth. The Treasurer shall mail invoices to members in the first month of the fiscal year, October. This assessment shall become due and payable on 30 days after the invoice date.

SECTION (c) In lieu of delinquency in payment of assessments or other charges authorized by the Association to the extent of 60 days from the invoice date, the legal rate of interest may be charged from that date to the date of payment.

SECTION (d) In every case where any member of the Association or the owner of any property shown on the "Map of Knollwood Beach", as said map is more particularly described in Article III hereof, shall fail, neglect or refuse to pay the general assessment or any other charges upon such property for 60 days after the same shall have become due and payable, the Board of Trustees shall have the power to evidence the Association's lien therefor by filing the same in written form in the proper town or county office maintaining a public book or docket for liens against real property, and to enforce such lien by any action or proceeding at law or in equity. The Board of Trustees shall also have the power to institute and prosecute against a member of the Association and/or any property shown on said "Map of Knollwood Beach" any and every other action or proceeding at law or in equity to enforce and collect a claim or demand of the Association against and upon such member and/or such property, or the owner thereof, and to adopt from time to time any method or procedure which in its discretion said Board may deem proper or necessary in enforcing and executing the rights of the Association against any such member or property or the owner thereof. The collection expenses and/or professional fees incurred to collect any unpaid general assessment or any other charges shall be treated as "unpaid general assessment or dues".

## **ARTICLE V**

This Constitution is and shall be a mutual covenant and restriction among all members of this association and the respective heirs, successors and assigns of each member, upon all the land shown and set forth on the map entitled "Map of Knollwood Beach" as said map is more particularly described in Article III hereof, and this covenant and restriction shall remain in force and run with such land until the dissolution of this Association according to law.