



**Owner Handbook  
of the  
Indian Park Association, Inc**

**PO Box 921  
Greenwood Lake NY 10925  
Telephone 845 477 3302**

**Website: [www.indianpark-ny.com](http://www.indianpark-ny.com)  
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**Original Handbook adopted 2002  
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# Table of Contents

"Indian Park"	
Introduction	4
A Brief History of Indian Park	5
Board of Directors	5
Assessments	7
Communication	7
Association Activities	8
Commonly-owned Property	
Driving and Parking on Indian Park Roads	8
Roads and Culverts	9
The Beaches	9
Privately-owned Property	
Zoning	12
Property Maintenance	12
Garbage	12
Burning Debris	13
Dogs	13
Noise	14
Conclusion	14

# Table of Contents

Continued

## Appendices

- Nomination to Board of Directors:
  - Guidelines for Candidates 2 pps.
  
- Road Opening Agreement 2 pps.
  
- Community House Use Agreement, including 1 pg.
  - Exhibit “A” – Schedule of Payments 3 pps.
  - Exhibit “B” – Host Member Check List 2 pps.
  
- Dog Control Ordinance
  - Town of Warwick Code Book 3 pps.

# "Indian Park"

## Introduction

This handbook should be read in conjunction with the Indian Park Bylaws revised in the summer of 2005 and approved by owners at their meeting on August 21<sup>st</sup>, 2005. It is provided for the benefit of all owners of record of real property, their families and / or their tenants in the private community known as Indian Park, Greenwood Lake, New York ("Indian Park") located in the Town of Warwick, New York; and as a guide to the safety, health and maintenance of Indian Park's commonly-owned and privately-owned property.

All such owners are also owners of Indian Park Association, Inc. ("IPA"). There are two ownership categories in IPA:

1. Owners in good standing are owners whose assessments are paid in full or owners whose assessments are in arrears but who are currently participating in a Payment Plan.
2. Owners whose assessments have not been paid in full and who have not entered into a Payment Plan are owners not in good standing and, as such, are entitled to none of the benefits of ownership of IPA; nor may they use the Beach facilities as guests of owners in good standing.

All owners, their families and / or tenants, and / or guests of owners in Indian Park, are subject to all applicable laws of New York State, the Town of Warwick, and Orange County, and must familiarize themselves with those laws.

IPA has given the Town of Warwick Police Department and all applicable agencies the authority to enforce on IPA property all codes and laws, including those relating to speed limits, illegal parking on roads, abandoned / unregistered vehicles, etc.

IPA's affairs are governed by a Board of Directors. The Board comprises four (4) Officers (President, Vice President, Secretary, and Treasurer), and ten (10) Trail Directors. Officers and Directors are elected at meetings of IPA for a term of three (3) years. Any owner who has been in good standing for at least one (1) year and is over eighteen (18) years of age may run for any of those offices.

# A Brief History of Indian Park

## Development of the Park

Modern-day origins of Indian Park can be traced to 1927, when the Malverne Building Company of New York purchased large tracts of land on the west shore of Greenwood Lake. Those tracts of land were sub-divided into lots to accommodate small summer cottages that were advertised for sale to New York residents. An Indian Park homeowners' association was formed in 1936.

By 1945, Indian Park had grown to 100 homes, and, by 1970, owners were converting their homes to year-round use. Today, Indian Park comprises some 280 homes, approximately 95% of which are occupied year-round.

## The Park's Roads

In 1936, the Park's roads consisted of hard-packed earth. Gravel was gradually added to make the roads passable to all kinds of vehicles. In 1973, thirty residents petitioned the Board, requesting snow-plowing and sanding of roads. Repairs to drainage and paving continued to be made in piecemeal fashion, on an as-needed basis.

Clearly, the Park's development had a major impact on its roads since they had never been designed for heavy traffic. That wear and tear was severely aggravated by Hurricane Floyd in 1999, which caused considerable damage to roads and drainage. IPA's Board of Directors sought a loan from the Federal Small Business Administration to cover the cost of up-grading the road drainage system and re-paving all the Park's roads simultaneously. The loan was overwhelmingly approved by members in 2000, and will be paid by 2010 through a special annual Road Assessment of \$100.00 per separately-assessed unit.

## The Community House

In 1942, the first Community House was erected, built with materials donated by local businesses and by volunteer labor. In 1986, the original wooden building was vandalized and set on fire. The present building was constructed with the insurance proceeds. It is available year-round for the convenience of owners, IPA meetings, and private events.

## Board of Directors

The names and contact information for the current Board of Directors are published in IPA Newsletters and on the website: [www.indianpark-ny.com](http://www.indianpark-ny.com).

## Officers

The Officers consist of a President, Vice President, Secretary, and Treasurer, all of whom are ex-officio members of the Board of Directors. (Please see Article II - Officers and Their Duties, in IPA's Bylaws.)

## Trail Directors

IPA has divided the Indian Park community into ten (10) sections. The Board of Directors comprises ten (10) Trail Directors elected to represent all owners in a given section. (Please see Article III - Trail Directors and Their Duties, in IPA's Bylaws.)

The duties of Trail Directors, who preferably should reside on the road(s) they represent, shall include but not be limited to the following:

- A. Periodic review of the road(s) for damage (i.e., cracks or holes) and reporting any damage to the Board for appropriate action.
- B. Observing their section for:
  - Changes to an owner's property that may affect the drainage system,
  - Houses posted on the market for sale and / or sold, to ensure collection of any unpaid assessments, interest, and / or penalties,
  - Houses not displaying the house number in a visible location,
  - Excessive garbage or abandoned / unregistered vehicles,
  - Vehicles parked on the road that may cause obstruction to emergency vehicles or endanger pedestrians,
  - Vegetation (i.e., brush, bushes, etc.) overhanging the road or obstructing the view of oncoming- or cross-traffic,
  - The existence and condition of road signs (i.e., street names, stop / yield signs, speed limits, etc.),
  - Any other violations of IPA's Owner Handbook,and reporting all findings to the Board to determine appropriate course of action, if any.
- C. Making themselves available to respond to questions / concerns from owners in their section.
- D. Staffing the help / information desk at the Community House as scheduled by the Board.
- E. Greeting new residents and providing them with copies of IPA's Bylaws and Owner Handbook within the first three weeks of their arrival.
- F. Maintaining resident files for their respective road(s): i.e., name(s) of owner(s), renter(s), phone numbers, addresses, etc. That information and any changes should be reported to the Executive Committee quarterly, to be included in the master IPA files to ensure the accuracy and completeness of IPA's billing process.
- G. Attending all Board of Directors meetings.

## Assessments

As a private community under the jurisdiction of the Town of Warwick, IPA receives very little in the way of services for the property taxes paid by its owners. In particular, IPA does not receive any help in the repair or snow-plowing of its 3.5 miles of roads. As a result, IPA has to take-on those responsibilities on behalf of all its owners, and levy assessments as necessary to cover the costs involved.

Assessments are due annually within thirty (30) days from invoice date. Assessments not paid within thirty (30) days of the invoice date are subject to interest and penalties. (Please see IPA's Bylaws.)

Those assessments also cover the cost of maintaining the two Beach properties, liability insurance, property taxes, and the funding of reserves necessary to replace depreciating assets. Prompt payment of assessments is vital to IPA's financial health.

IPA has always been, and continues to be, run by volunteers. Anyone who can help on one of the committees, or who has ideas for improving Indian Park in any way, should please contact his / her Trail Director or a member of the Executive Board. (Board Members' names are contained in IPA's Newsletters.) Volunteers are also always needed to assist the Trail Directors in maintaining the condition and appearance of the Park's roads and the Beach properties. The reward will be a better image for our community, improved property values, and a sense of pride in Indian Park.

## Communication

Information about our community is provided in a number of different ways:

- IPA holds regular meetings that are open to all owners of property in Indian Park. These meetings are primarily for the purpose of keeping owners informed about current issues affecting the community, but they also provide the opportunity for owners to voice their concerns and pose questions to the Board. (Please see IPA's Newsletters for dates of meetings, especially those at which Elections will be held.)
- IPA publishes a Newsletter at regular intervals that provides the dates of its meetings and events; the names and telephone numbers of IPA Board Members; and news on matters of common interest. Owners with items of interest to the community-at-large may forward them to the Editor for review and possible inclusion. Owners should please let their Trail Director know if they have not been receiving copies of IPA's Newsletter.
- Further information about IPA can be obtained from the website, [www.Indianpark-ny.com](http://www.Indianpark-ny.com). Owners with questions about the Board or IPA-at-large should speak to their Trail Director, who is their first point of contact on all Park issues. Messages may also be left on the answering machine at 845-477-3302 for the Treasurer, Secretary, Trail Directors and members of the Beach & Entertainment Committee (B&EC).

- The Greenwood Lake & West Milford News and The Warwick Advertiser are our local newspapers, which provide in-depth reports on issues affecting the Town of Warwick and the Village of Greenwood Lake.

## Association Activities

Throughout the year, IPA's volunteers organize numerous events, from flea markets and Hallowe'en parties, fishing and swimming contests, to barbecues, bingo and other activities. In addition, volunteers are required for such essential seasonal projects as dock installation and removal. Dates for those activities and events can be found in IPA's Newsletters.

## Commonly-owned Property

### Driving and Parking on Indian Park Roads

1. The speed limit on all Indian Park roads is fifteen (15) miles per hour. This speed limit must be obeyed at all times since children often play in and near the roads. The hills and curves make it difficult to see a small child, pet, or approaching vehicle. Proper caution must be exercised at all times.
2. Unregistered and /or uninsured vehicles and /or vehicles not registered for use on public roads (dirt bikes, ATV's and off-road vehicles) are prohibited from all the Park's roads. Owners should refer to the applicable Department of Motor Vehicles statute.
3. No vehicle shall be parked on IPA's roads in such a way that it can cause obstruction to Police, Fire, Ambulance or Utility Vehicles responding to an emergency in Indian Park. IPA has authorized the Town of Warwick Police Department to enforce this rule.

At no time may an unregistered vehicle be parked on IPA roads or other commonly-owned property.

4. Commuters may park at the "A" Beach parking lot. "Designated Commuter Parking" is on a "first come, first served" basis and owners must obtain permission from IPA prior to using commuter parking. IPA reserves the right to charge an annual "commuter parking fee".

Absolutely no commuter or long-term parking is permitted at the Indian head at the main entrance to Indian Park from Monday through Friday. Cars violating this prohibition will be towed-away at the owner's expense.

5. The Town of Warwick prohibits the parking of more than one ungaraged, unregistered vehicle on any property. That includes cars, trailers, boats, motor-homes, commercial trucks and car bodies. Owners with additional unregistered vehicles outside must remove or garage them. Vehicles that are not registered or appear to be abandoned may be reported to the Town of Warwick Building Department or Police Department by any Indian Park owner, as appropriate.

## Roads and Culverts

Owners shall be responsible for the cost of repairing any damage caused by themselves, their tenants or guests, to IPA's roads or other-commonly owned property within thirty (30) days. After that time, if the owner has not repaired the road or property to original or better condition, IPA may repair the road or property and charge-back the owner the costs plus interest until the date of reimbursement.

If any owner deliberately clogs swales and / or culverts with leaves, brush, or any debris of any kind, IPA will charge him / her the cost to repair, clear and restore to working order the culverts and swales.

No owner may divert the flow of natural or drain water in existing culverts and swales or otherwise obstruct their flow.

Any owner undertaking construction, repair or work on their property that will require work to be done underneath Indian Park roads must apply for a Road Opening Permit and receive approval from the Board of Directors. (Please see the appendix, "Road Opening Agreement".) Following the work, the road must be repaired to original or better condition.

Repair and construction work may require a Town of Warwick Building Permit. Any owner intending to do such work must check with the Town of Warwick Building Department prior to beginning a project.

## The Beaches

IPA owns two Beaches: "A" Beach with a Community House and paved parking area, and "B" Beach, which has no facilities. The Beaches and Community House are for the community's enjoyment. The safety of our children who play there is of special concern.

1. Access: All owners in good standing, their families, tenants and guests, are entitled to use the Community House, Beaches and swimming areas.
2. Identification for use of "A" Beach: Owners, their families, tenants and guests will be asked to provide identification (a Beach Pass) before entering the Beach.

3. The emergency lane that runs from "A" Beach's gate to the lake must be kept clear of vehicles at all times. No vehicle repairs may be made in the parking lot, Community House, or Beach area.
4. The "A" Beach parking lot is available daily year-round for commuters. (For the safety of the community's school-children, NO PARKING is allowed Monday through Friday at the main entrance to Indian Park adjacent to the Indian head.)

Standard summer Beach hours are 12:00 noon until 6:00 PM seven days a week. Actual summer hours will be communicated each season. Anyone using the Beach when the lifeguard is not present does so at his / her own risk.

Owners in good standing may reserve the Community House for private functions. (Please see the appendix, "Community House Use Agreement", a copy of which can be obtained from a member of the Beach & Entertainment Committee.) A host owner having a Beach function that extends past the standard Beach closing time must notify the IPA President at the time the Community House is reserved, so that the Town of Warwick Police Department may be notified. (The police have been notified that no-one may use the Beach between 10:00 PM and 4:00 AM.)

"B" Beach is not manned by a lifeguard and swimming is not permitted there. Anyone using "B" Beach does so at his / her own risk. "B" Beach is posted with a sign indicating NO SWIMMING.

No vehicles may be parked overnight on either "A" or "B" Beach without the written permission of the IPA President. Any vehicle parked there in breach of this rule will be towed-away at the owner's expense.

5. When a lifeguard is present on "A" Beach, he / she has complete authority concerning the safety and well-being of everyone using the Beach area. All Beach users must follow the lifeguard's instructions. The lifeguard's responsibility is to protect the Beach and those who use it. Any owner, his / her family, tenant or guest found abusing or insulting the lifeguard will be requested by an Officer of IPA or a member of the Board of Directors to leave the Beach. If the lifeguard's instructions are not met, the lifeguard is instructed to call, firstly, upon an Officer of IPA; or, secondly, a member of the Board of Directors; or, thirdly, any IPA member, to witness a second request. If the second request is ignored, the lifeguard has the authority to order the offending person(s) to leave the Beach for the rest of that day.

6. Children under 12 years of age must be accompanied by an adult at all times. The lifeguard is not a baby sitter for unattended children. Parents are responsible for their children at all times.
7. The following activities are prohibited:
  - Diving from the docks.
  - Playing or swimming under the docks.
  - Pushing others off the docks; rough play that endangers others.
  - Fishing from the docks or Beach during swimming hours. No hooks or lines may be left in the sand or anywhere in the Beach area.
8. All Beach users must keep the beaches clean and safe:
  - No pets or animals of any kind are allowed on "A" Beach
  - No glass containers of any kind are permitted; aluminum cans or plastic containers only must be used.
  - Smokers must completely extinguish cigarettes and dispose of butts in garbage containers or their own closed containers. Butts must not be disposed of in the sand, grass, or water.
  - Beach users are responsible for cleaning-up any area of the Beach or Community House that they use. All garbage must be disposed of in the containers provided.
  - Beach users must keep the toilets, wash-basins and all other rest-room facilities and equipment clean and tidy.
  - The Community House refrigerators are for the convenience of users. No food or beverages may be left behind, and any spills in the kitchen area must be cleaned-up immediately by those responsible.
  - The Community House bathroom is equipped with only a holding tank (not a septic system). Please conserve water, and do not flush anything except toilet paper.
9. New York State Navigation Law prohibits boats within two hundred (200) feet from the end of the dock. No boats or personal water craft (PWC) may be launched from the Beach or docks, approach the swimming area or dock at the Beach. Boats should not anchor outside the swimming area for swimmers to board from the Beach. Registration numbers of offending boats will be recorded and forwarded to the authorities. The lifeguard has authority to enforce those rules.

# Privately-owned Property

## Zoning

Indian Park is defined by the Town of Warwick Zoning Code as "Suburban Residential Medium Density" (or "SM"). Only one-family detached dwellings are permitted. Any proposed variance must be approved by the Town of Warwick Zoning Board of Appeals.

## Property Maintenance

Owners should familiarize themselves with the Town of Warwick Property Maintenance Code.

Owners must display their house number to ensure that their property can be readily-identified by police, volunteer fire companies, paramedics and other emergency agencies. Numbers must be legible from the street and visible at night, in numbers of a contrasting color, and at least four (4) inches high. If the house is not visible from the street, the numbers must be attached to a mailbox or other suitable structure not more than 20 feet from the end of the driveway. The display of any house number not assigned by the Town is prohibited. Failure to comply could result in a summons and / or a fine. (Please see Section 66 of the Town of Warwick Code.)

Owners with hedges and trees that hang over IPA's roads must keep them trimmed to permit visibility by all Indian Park road users, and especially by emergency personnel.

## Garbage

1. For the benefit of owners, IPA seeks a preferred sanitation vendor for the collection of garbage. Owners may participate in that contract at the agreed price, or they may make their own arrangements. For those owners who choose to use IPA's preferred vendor, garbage is currently collected twice weekly.
2. Garbage not kept in a tightly-closed receptacle attracts bears and other animals that are dangerous to humans. Owners must store all garbage in tightly-sealed containers, and pet food must not be left outside.

Removal of other garbage items that do not fit into normal containers is the responsibility of the individual owner, who must make arrangements with a sanitation company to have it collected in a timely fashion. Those special items (e.g., mattresses, appliances, furniture, carpet, etc.), must not be placed outside until the night before collection is due.

Accumulation of garbage and refuse causing a health problem on an owner's private property or on the commonly-owned road property in front of an owner's property will be referred to the Orange County Board of Health.

IPA will report to the Board of Health and the Town of Warwick Building Inspector any owner whose garbage or debris is allowed to accumulate.

3. The Town of Warwick currently provides recycling collection for bottles, cans and paper / cardboard on every other Monday throughout the year. Paper and newspaper must be properly tied in bundles. Large cardboard boxes must be flattened and tied with string.
4. It is illegal to dump garbage, unwanted furniture or debris of any kind on IPA common property. The Town of Warwick levies fines of up to \$1,000 for illegal dumping.
5. No donations of property to the Community House or Beach area will be accepted without the written permission of the President.

## Burning Debris

The Warwick Town Court grants burning permits for agricultural purposes only. The Department of Environmental Conservation grants all other burning permits. The burning of garbage is not permitted in Indian Park. Any owner with a question regarding burning debris should consult New York State laws *via* the New York State website, or by contacting our local Forest Ranger: DEC Region 3, telephone 845 256 3000.

## Dogs

The Town of Warwick Dog Ordinance is in effect in Indian Park. (Please see the appendix, "Dog Control Ordinance, Town of Warwick Code Book".) Owners are responsible for cleaning-up after their dogs, cats and any other pets. Dogs must be restrained on a leash whenever they are off an owner's property. Dogs may not disturb the peace by habitual howling or barking. Dogs may not damage or destroy the property of another owner: that includes urinating or defecating upon another owner's property. Dogs may not chase, harass or intimidate another owner. Dogs may not habitually chase, run alongside, or bark at, motor vehicles, bicycles or pedestrians.

## Noise

Excessive noise from power tools, audio equipment, automobiles, motor-cycles, barking dogs and other nuisances will not be permitted. Power tools and machinery should not be used before 7:00 AM and after 9:00 PM on weekdays, and before 8:00 AM and after 9:00 PM on weekends. Any "disorderly conduct" should be referred to the town of Warwick Police Department.

## **Conclusion**

Owners in the Indian Park community are entitled to the peaceful and safe enjoyment of their homes and the preservation of their property values. The foregoing information has been drawn-up with those goals in mind, and it is the obligation of all owners, their families, tenants and guests to familiarize themselves with, and abide by, them. This IPA Owner Handbook should be read in conjunction with IPA's Bylaws.

Owner Handbook, Revised 2005

Indian Park Association, Inc.  
PO Box 921  
Greenwood Lake NY 10925



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[www.indianpark-ny.com](http://www.indianpark-ny.com)  
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# Nomination to Board of Directors

## Guidelines for Candidates

Please see IPA's Bylaws, Articles II, III and V, for more comprehensive descriptions of the requirements concerning nomination to the Board of Directors.

- All positions are voluntary. All services to the Park are provided *gratis*.
- No individual may concurrently hold more than one position on the Board.
- Officers and Trail Directors shall serve for three years, with no limit to the number of terms served.
- The Board meets at least four (4) times throughout the fiscal year (April 1<sup>st</sup> through March 31<sup>st</sup>).
- Board members are expected to work on behalf of IPA in a routine manner throughout their term.
- Candidates for President must be well-organized; able to juggle many tasks and absorb and process a great deal of information at one time; able to plan and conduct meetings; and have proven experience of working with a diverse group of people. Familiarity with the Park and its recent history, while not necessary, would be beneficial.
- Candidates for Vice President must have sufficient experience of the workings of IPA to be able to chair Board and General meetings in the President's absence.
- Candidates for Treasurer must have several years' business and accounting experience; proven familiarity with Quickbooks Pro system sufficient to use existing financial information; and the ability to work with other professionals and owners for the furtherance of IPA's fiscal affairs.
- Candidates for Secretary must have several years' business and secretarial experience; proven familiarity with computer software sufficient to use existing documents; and produce all correspondence between other professionals and owners for the furtherance of IPA's business affairs.
- Candidates for Trail Director should be prepared to do the following. (While the list is lengthy, the tasks are not onerous.)
  - Post notices on the trail(s) of general meetings and other events.
  - Introduce themselves to new owners.
  - Note names of new owners and departing families.
  - Note changes in property ownership (e.g., For Sale signs), including private sales, and reporting that to the Treasurer to facilitate collection of delinquent assessments, if appropriate.

- Maintain and update records of his / her trail(s), and report any changes to the Treasurer for updating central records.
- Note normal wear-and-tear and foul-weather damage to the Park roads (e.g., cracks, holes) and report that to the Board.
- Note damage to the Park roads, the Beach properties, culverts and swales, etc., caused by a contractor, owner, tenant or guest, and report that to the Board.
- Review the Park's roads for the existence and condition of house and road signs (house numbers, street names, Speed Limit and Stop signs, etc.) and report any damaged or missing signs to the Board.
- Note any vehicles parked on the Park's roads that might cause obstruction to emergency vehicles and request the owner to move them.
- Note any un-registered and / or un-insured vehicles parked on the roads and any vehicles not registered for use on the Park's roads (e.g., dirt bikes, ATV's, off-road vehicles), and request the owner to remove them.
- Note any owner with more than one (1) un-garaged, un-registered vehicle on his / her property, and report them to the Town of Warwick Police Department.
- Enforce the Monday-to-Friday "No Parking" rule at the entrance to Indian Park.
- Note any owner whose garbage is not kept in a tightly-closed receptacle and / or who leaves pet food outside, and request the owner to resolve the problem.
- Note the accumulation of garbage and refuse that may cause a health problem on an owner's property or on the Park roads, and request owner to resolve the problem. When necessary, report the problem to the Town of Warwick.
- Note any excessive noise from owners' power tools, audio equipment, automobiles, motor-cycles, barking dogs and other nuisances, and request owner to resolve the problem. When necessary, report problem to Town of Warwick.
- Note any repair and construction work that may require a Town of Warwick Building Permit, and request owner to obtain and display the same in a visible location.
- Note any homes that do not display the house number in a visible location, and request the owner to obtain and post same.
- Note any damage to, or removal of, road signs (e.g., street names, speed limits, stop signs, etc.), and report the same to the Board.
- Note any owner who burns debris in violation of local laws, and request owner to abstain. When necessary, report the problem to the Town of Warwick Police Department.
- Note any owner who violates local Dog Ordinance and request owner to resolve problem. When necessary, report the problem to the Town of Warwick Police Department.
- Recruit and organize volunteers for such essential seasonal activities as Dock Installation and Removal, and Beach Clean-up.
- Recruit and organize volunteers to seasonally clear clogged swales and / or culverts, remove shrubs and trees that obstruct visibility, and any other necessary property maintenance.
- During the nominations and elections process in July and August, distribute elections information and collect absentee ballot forms. Pass completed forms to Secretary in advance of August Board Meeting.

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Owner Handbook, Guidelines for Candidates, Summer 2005

**Indian Park Association, Inc.**  
**PO Box 921**  
**Greenwood Lake NY 10925**



**Telephone 845 477 3302**  
**www.indianpark-ny.com**  
**Email: info@indianpark-ny.com**

## **Road Opening Agreement**

THIS AGREEMENT made this ..... day of .....,  
....., by and between INDIAN PARK ASSOCIATION, INC., located at PO Box 921,  
Greenwood Lake, New York (hereinafter referred to as GRANTOR) and

..... (hereinafter  
referred to as GRANTEE).

WHEREAS, GRANTEE is the owner in fee simple of a certain parcel of land  
located in the Town of Warwick, County of Orange, State of New York and designated  
on the tax map of Orange County as Section ..... Block ..... Lot .....  
and more particularly described on the attached schedule (where applicable); and

WHEREAS, GRANTOR is the owner in fee simple of a common area located  
at

.....

WHEREAS, GRANTEE is desirous of undertaking the following work:

.....

.....

NOW THEREFORE, in consideration of the sum of ONE AND 00/100  
(\$1.00) dollar and other good and valuable consideration, the receipt of which is hereby  
acknowledged, GRANTOR hereby grants to GRANTEE an easement for the aforesaid  
work under the following conditions:

1. GRANTEE shall, at all times, at GRANTEE'S own cost and expense, keep and  
maintain said ..... in good repair.
2. GRANTOR grants to GRANTEE, Grantee's contractors, agents, servants and /or  
employees, the right to enter the premises described herein for the sole purpose of  
and to the extent reasonably necessary for installation, maintenance and repair of  
said .....

## Road Opening Agreement

(continued)

3. GRANTEE shall, upon the completion of any work, completely restore the affected lands of GRANTOR to its original condition. In the event GRANTEE fails to do so, GRANTOR may undertake said restoration and GRANTEE agrees to indemnify GRANTOR for the cost and expenses thereof, within ten (10) days of the demand therefor.
  
4. GRANTEE shall indemnify and hold harmless the GRANTOR from any and all losses, costs and expenses, including but not limited to reasonable attorney's fees and court costs, settlements or damage awards, that are incurred by the GRANTOR by reason of the actions of the GRANTEE under this agreement.
  
5. This agreement shall run with the land ..... and shall inure to the benefit of the respective assigns, successors in interest and legal representatives of the parties to this agreement.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledge this agreement on the day and year hereinabove set forth.

INDIAN PARK ASSOCIATION, INC.

By: \_\_\_\_\_  
Indian Park President (for Grantor)

\_\_\_\_\_  
Please print name

By: \_\_\_\_\_  
Indian Park Owner (Grantee)

\_\_\_\_\_  
Please print name

-o0o-



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Email: [info@indianpark-ny.com](mailto:info@indianpark-ny.com)

## Community House Use Agreement

This document formalizes an agreement between \_\_\_\_\_  
Host Owner's name (*Please print*)

and Indian Park Association, Inc (IPA), in which the Host Owner (HO) agrees to pay all the costs outlined in Exhibit "A" in connection with the use of the IPA Community House and Community House area. The term "Community House area" includes 'A' Beach, the parking lot, and immediately-surrounding property.

The HO agrees that by signing this document they (and not their representative) will attend the entire event. In addition, they and they alone will be fully responsible to the IPA for any and all damages that might occur to the Community House, Community House area, parking lot, and immediately-surrounding grounds as a result of the event for which they are responsible. The IPA Board members and / or designee responsible for Community House use will determine any such damage and subsequent costs to repair the damage. The HO will receive a bill for the cost of such repair and is expected to pay such cost in full within ten (10) days of receipt of it. Any appeal or contesting of the damage or cost to repair such damage must be made directly to the IPA Board of Directors within fifteen (15) calendar days of receipt of the bill. It is suggested that, prior to the function for which they are responsible, the HO who has signed below does a complete tour of the Community House, Community House area, parking lot, and immediately-surrounding grounds and makes any notes regarding defects of such property that are clearly apparent and then submits them to the Board member and / or Board designee responsible for Community House use.

HO's signature below acknowledges all the terms and conditions described above, as well as in *Exhibit "A" – Schedule of Payments*, and *Exhibit "B" – Host Owner Check List*, attached hereto, a copy of which he / she has received and which he / she has read and understands:

\_\_\_\_\_  
(Signature)  
IPA Host Owner

\_\_\_\_\_  
Address in Park

\_\_\_\_\_  
Telephone number (Cell, if possible)

\_\_\_\_\_  
(Signature)  
IPA Board Owner or Board Designee

\_\_\_\_\_  
Date

A copy of this Agreement will be provided to the Host Owner for his / her records.

**Indian Park Association, Inc.**  
**PO Box 921**  
**Greenwood Lake NY 10925**



**Telephone 845 477 3302**  
**[www.indianpark-ny.com](http://www.indianpark-ny.com)**  
**Email: [info@indianpark-ny.com](mailto:info@indianpark-ny.com)**

**Community House Use Agreement**  
***Exhibit “A” – Schedule of Payments***

The following usage is understood throughout this document: “IPA” indicates the Indian Park Association, Inc.; “HO” indicates the IPA Host Owner; and “Community House area” includes ‘A’ Beach, the parking lot, and the immediately-surrounding property.

***This document outlines the costs and payments required for use of the IPA Community House and Community House area.***

1. Payment for Basic Use of Community House – Adults and / or children:

- HO Events scheduled during the summer season, between Memorial Day and Labor Day, are limited to 25 people and only one (1) per weekend, for which the Payment for Basic Use is one hundred and fifty dollars (\$150).
- HO Events scheduled outside the summer season, between Labor Day and Memorial Day, may exceed that number, for which the Payment for Basic Use is as follows:

25 – 50 guests	\$100
Over 50 guests *	\$125

\* Maximum capacity of the Community House is 110 persons.

Also outside the summer season, between Labor Day and Memorial Day, more than five (5) parking spaces may be allocated to the HO’s Event.

- While the standard summer Beach hours are 12:00 noon until 6:00 PM seven days a week, HO Events may use the Community House until 10:00 PM, provided that the time has been reserved.
- The HO may have access to the Community House to set-up for the event, but the standard event time once guests arrive is five (5) hours, including clean-up time. Any event exceeding 5 hours will incur an additional payment of fifty dollars (\$50) per hour. Any event exceeding the agreed time will forfeit all, or part, of the Security Deposit (see item 2 below).

**Community House Use Agreement**  
**Exhibit “A “ – Schedule of Payments**  
(continued)

- For the benefit of owners-at-large, no HO Events may be scheduled during the three holiday weekends (Memorial Day, Independence Day and Labor Day).
- Also for the benefit of owners-at-large, only one (1) HO Event may be scheduled on each of the summer weekends (i.e., on a Friday, Saturday or Sunday, only). The available day will be dependant upon the scheduling of other Community-wide events. This prohibition will not apply during the off-season.

Once confirmed, a notice of the HO Event will be posted in advance, so that other owners will be aware of the date.

2. Security Deposit –

A security deposit of one hundred and twenty-five dollars (\$125) is required for all HO Events, regardless of the time of year. To the extent that no damage results from the event and the Community House is cleaned to the satisfaction of the IPA Board members and / or designee responsible for Community House use, the security deposit will be returned shortly thereafter. To the extent that any damages do occur, the security deposit will be used to offset the cost of repair or any cleaning costs required. The security deposit amount does not limit liability in any manner. If damages or cleaning costs exceed the amount of the security deposit, the balance will be owed to the IPA based upon the terms of the Community House Use Agreement attached hereto.

3. Cleaning Payment –

If the Community House is cleaned to the satisfaction of the IPA Board member and / or designee responsible for Community House use, no cleaning payment will be assessed. If it is not cleaned to that person’s satisfaction, costs will be assessed and all, or part, of the security deposit may be forfeited.

**Community House Use Agreement**  
**Exhibit "A" – Schedule of Payments**  
(continued)

IPA Board Member acknowledges receipt of the following payments by completing, signing and dating below:

1. Payment for Basic Use of Community House – check received in the sum of  
\$ \_\_\_\_\_ (a maximum of five [5] hours including clean-up time)
  
2. Security Deposit - check received in the sum of \$\_\_\_\_\_.

\_\_\_\_\_  
IPA Board Member (Treasurer) (Signature) \_\_\_\_\_  
Date

**A copy of this Agreement will be provided to the Host Owner for his / her records.**

---

***For IPA Use Only***

HO responsible for the Event \_\_\_\_\_  
*Please print* Tel. no. (Cell, if possible)

Event Name \_\_\_\_\_  
*Please print* Event Date

Total number of guests expected \_\_\_\_\_ Total number of children expected \_\_\_\_\_

No. of children under 14 years of age expected \_\_\_\_\_

Security Deposit check returned to Host Owner:

\_\_\_\_\_  
IPA Board Member (Treasurer) (Signature) \_\_\_\_\_  
Date

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**Community House Use Agreement**  
***Exhibit "B" – Host Owner Check List***

The following usage is understood throughout this document: "IPA" indicates the Indian Park Association, Inc.; "HO" indicates the IPA Host Owner; and "Community House area" includes 'A' Beach, the parking lot, and the immediate-surrounding property.

1. Condition of Community House and Community House area – The HO is required to return the property to IPA in the condition in which it was found at the time of signing this agreement. To that end, IPA provides such basic items as garbage bags, paper towels and toilet paper. HO will provide and remove all other event-related items, and leave the Community House broom-clean after the event.

The HO is expected to monitor his / her guests at all times, in particular for safety and security on the beach, and for the cleanliness of the area, including the removal of cigarette butts and other debris from the grass and sand that might be left after the event. No glass containers of any kind may be used on the beach or in the parking area."

2. The following facilities, appliances and equipment are available to the HO:

- Full use of Community House and Beach area. Note that this use is **not** exclusive. The facilities are open to all Park owners and their guests. However, all owners and their guests are expected to respect the HO's space; they are not permitted to join the group event unless they are expressly invited to do so. The HO should post a sign with the event information so that it is clear to all that a private – not a community event - is in effect (e.g., "Jenny's Sixth Birthday").
- Refrigerator (**which must be emptied and cleaned after use**) and oven. (**Note that the oven is self-cleaning: oven cleaners must not be used.**)
- Outdoor Bar-B-Q pit (**which must be cleaned-out after use**). Given that it may be too hot when the party ends, the HO must return prior to 11:00 AM next morning to clean-out the Bar-B-Q pit).
- Ping-pong, pool table, shuttle board, air hockey and card table. (This list will depend upon the current availability of equipment and may change at any given time. **The HO should assess this list prior to the planned event.**) All games **must** be left in a satisfactory condition.
- Indoor and outdoor toilet facilities. (Please keep in mind that this is a holding tank facility only. No feminine products or anything other than toilet paper may be flushed in these toilets.)

**Community House Use Agreement**  
**Exhibit “B” – Host Owner Check List**  
(continued)

3. Parking – Parking space is limited. For an HO Event held during standard summer Beach opening, the HO may use a maximum of five (5) parking spaces for his / her event. However, for an evening event (i.e., after 6:00 PM), and between Labor Day and Memorial Day, a greater number of cars can usually be accommodated. Whenever necessary, alternate parking arrangements should be made, and car-pooling is recommended. At weekends and during school vacations, overflow parking is available at the Indian head at the main entrance of Indian Park.
4. Safety and Security – At the time the Community House is reserved, the HO must advise the IPA Representative how many adults and / or children are expected.

For the safety of all Beach users, the following rules apply:

- a) If more than twenty (20) adults are expected, and / or
- b) If more than ten (10) children under the age of fourteen (14) are expected,

the **HO must provide and pay a certified lifeguard for the event or swimming is prohibited. HO’s lifeguard is required to supplement IPA’s own lifeguard. A copy of the lifeguard certification must be provided and be on file with the IPA Secretary prior to the event.** If requested to do so, IPA may be able to provide the name of a qualified local lifeguard.

The HO takes full responsibility for his / her guests.

**No** swimming will be permitted after 6:00 PM (when IPA’s lifeguard goes off-duty), unless the HO’s own certified / approved lifeguard is on duty.

**A copy of this Agreement will be provided to the Host Owner for his / her records.**

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# Dog Control Ordinance

## Town of Warwick Code Book

### § 77-3. Title.

The title of this article shall be the “Dog Control Ordinance of the Town of Warwick.”

### § 77-4. Definitions.

As used in this article, the following terms shall have the meanings indicated:

**AT LARGE** -- Any dog that is unleashed and on property open to the public or is on private property not owned or leased by the owner of the dog unless permission for such presence has been obtained. No dog shall be deemed to be at large if it is;

- A. Accompanied by and under the immediate supervision and control of the owner or other responsible person;
- B. A police work dog in use for police work; or
- C. Accompanied by its owner or other responsible person and is actively engaged in hunting or training for hunting on unposted land or on posted land with the permission of the owner of the land.

**HARBOR** -- To provide food or shelter to any dog.

**OWNER** -- Any person who harbors or keeps any dog. In the event any dog found in violation of this article shall be owned by a person under 18 years of age, the owner shall be deemed to be the parent or guardian of such person (or the head of the household in which said person resides).

**§ 77-5. Restrictions.**

It shall be unlawful for any owner of any dog to permit or allow such dog, in the Town of Warwick, to:

- A. Be at large.
- B. Engage in loud howling, barking, crying or whining or conduct itself in such manner as to unreasonably or habitually annoy any person.
- C. Cause damage or destruction to property or commit a nuisance by defecating or urinating upon the premises of a person other than the owner of such dog.
- D. Chase or otherwise harass any person in such manner as reasonably to cause intimidation or to put such person in reasonable apprehension of bodily harm or injury.
- E. Habitually chase, run alongside of, or bark at, motor vehicles or bicycles.

**§ 77-6. Enforcement.**

This article shall be enforced by any dog control officer, peace officer, when acting pursuant to his special duties, or police officer in the employ of, or under contract to, the Town of Warwick.

**§ 77-7. Seizure; impoundment; redemption; adoption.**

- A. Any dog found in violation of the provisions of § 77-5 may be seized pursuant to the provisions of § 11.8 of the Agriculture and Markets Law.
- B. Every dog seized shall be properly cared for, sheltered, fed and watered for the redemption periods set forth in § 118 of the Agriculture and Markets Law.
- C. Seized dogs may be redeemed by producing proof of licensing and identification pursuant to the provisions of Article 7 of the Agriculture and Markets Law and by paying the impoundment fees set forth in § 118 of said article.
- D. If the owner of any unredeemed dog is known, such owner shall be required to pay impoundment fees set forth in Subsection C whether or not such owner chooses to redeem his or her dog.
- E. Any dog unredeemed at the expiration of the appropriate redemption period shall be made available for adoption or euthanized pursuant to the provisions of § 118 of the Agriculture and Markets Law.

**§ 77-8. Complaints.**

Any person who observes a dog in violation of this article may file a complaint under oath with a Justice of the Town of Warwick, specifying the nature of the violation, the date thereof, a description of the dog and the name and residence, if known, of the owner of such dog. Such complaint may serve as the basis for enforcing the provisions of this article.

**§ 77-9. Appearance tickets.**

Any dog control officer, peace officer, when acting pursuant to his special duties, or police officer in the employ of, or under contract to, the Town of Warwick, having reasonable cause to believe that a person has violated this article, shall issue and serve upon such person an appearance ticket for such violation.

**§ 77-10. Penalties for offenses. [Amended 6-23-1988 by L.L. No. 1-1988]**

Any person convicted of a violation of this article shall be liable to a civil penalty as provided for in Article II, § 77-14.

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Owner Handbook, Dog Control Ordinance, Summer 2005