

## **Table of Contents**

**Chapter I** An Introduction to the Rules, Regulations and Procedures of the Silver Lake Institute

**Chapter II** Rules & Regulations of the Silver Lake Institute

Section 1 Definitions

Section 2 Public Conduct

Section 3 Private Real Property

Section 4 Waterfront & Marina Spaces

Section 5 Changes in Rules and Regulations

Section 6 Violations of Rules and Regulations

Section 7 Application for Variance

**Chapter III** Procedures of the Silver Lake Institute

Section 8 Definitions

Section 9 Transfer of Real Property

Section 10 Silver Lake Institute Tax

Section 11 Leasing of Waterfront & Marina Spaces

Section 12 Permits

Section 13 Services of the Silver Lake Institute

Appendix A History of the Silver Lake Institute

Appendix B Charter of the Silver Lake Institute

Appendix C By-Laws of the Silver Lake Institute

Appendix D Silver Lake Endowment Fund

Appendix E Application for Consent for Transfer of Private Real Property on Silver Lake Institute Grounds

Appendix F Information on Silver Lake Institute for New Owners and Renters

Appendix G Deed Form

Appendix H Waterfront Lease

Appendix I Marina Lease

Appendix J Silver Lake Institute Rental Agreement

Appendix K Address of the Silver Lake Institute

Appendix L Addresses and Telephone Numbers of Local Official

## **Chapter I**

### **An Introduction to the Rules, Regulations, and Procedures of the Silver Lake Institute**

Who are the people of the Silver Lake Institute? We are people from many ethnic and racial heritages.

We are property owners whose families have come here for generations. We are property owners who have just recently purchased property here for the first time. We are full-time residents who chose to spend our retirement years here. We are full-time residents who grew up generation after generation living here. We are full-time residents who have

just recently arrived. Diversity is indeed the key word in any description of our residents, but we are all people who perceive ourselves to be part of a special community in a very special place.

What is the physical reality of the Silver Lake Institute? We are located in Wyoming County in rural Western New York. The lifestyle, expectations and standards of a rural county are sometimes much different from the urban or suburban origins of many of our residents. In contrast, the Silver Lake Institute is easily the most densely populated residential area in the entire county. We have a family residing every thirty to sixty feet on every one of our roadways. Thus, the Institute more closely resembles the core areas of cities such as Buffalo and Rochester. This characteristic, population density, is a dominant factor in the challenges and potential that face the Institute.

Considering the Institute's history, it becomes apparent that its religious and cultural values have strongly influenced the lifestyle of this community. In keeping faith with this heritage, it is appropriate and advisable that we continue to maintain these standards in our present life together and use them as the basis for our future goals and direction. We must also take seriously the reality of population density in addressing community concerns.

The Charter assigns the responsibilities for administering the corporate life of the Silver Lake Institute to the Board of Trustees. Quoting from an act of the New York State Legislature of March 6, 1895, supplementing the original act of incorporation:

The trustees of the said Silver Lake Institute shall have power to make necessary rules and regulations for the government of the Silver Lake Institute, and the preservation of peace and good order..."

## **Chapter I Rules and Regulations of the Silver Lake Institute**

### **1.0.0 DEFINITIONS**

1.1.0 For the purpose of these rules and regulations, all words used in the present tense include the future tense. All words in the plural number include the singular number, and all words in the singular number include the plural, unless the natural construction of the word indicates otherwise. The word person includes a firm, association, organization, partnership, trust, company, or corporation, as well as an individual. The word shall is mandatory and directory. The word may is permissive. The word used includes "designated, intended or arranged to be used." Terms and words not defined shall have their ordinarily accepted meanings or such as the context may imply.

1.2.0 **Agent** means the designated representative of a property owner, resident, guest, or other person.

1.3.0 **Appropriate** means equally suitable or compatible under conditions of use.

1.4.0 **Building** means a structure wholly or partially enclosed within exterior walls and a roof. The term building shall be construed as if followed by the phrase "or part thereof," unless otherwise indicated by the text.

1.5.0 **Camping** means cooking, eating, and/or sleeping overnight in a portable shelter or

- vehicle.
- 1.6.0 **Dwelling** means a building or structure, or part of a building or structure, which is used or intended to be used for the purpose of human habitation and includes a building that would be used, or there would be intent to use for such purposes except for its state of disrepair.
- 1.7.0 **Empty weight** means the weight of a vehicle exclusive of load or equipment not an integral part of the vehicle as manufactured or converted. For vehicles registered in New York State, the weight given on a registration certificate shall be considered the empty weight.
- 1.8.0 **Explosive** means any chemical compound or mechanical mixture that is commonly used or intended for the purpose of producing an explosion.
- 1.9.0 **Family** means a single person residing alone; or two (2) or more persons related by blood or marriage and maintaining a common household; or a group not necessarily related by blood or marriage, and maintaining a common household.
- 1.10.0 **Fence** means a living hedge or an artificially constructed barrier of wood, masonry, stone, wire, metal, vinyl, or any other manufactured material or combination of materials erected for separation or decoration of areas.
- 1.11.0 **Fill** means, but is not limited to, earth, clay, silt, sand, gravel, stone, rock, shale, whole, fragmentary or poured concrete, ashes, cinders, slag, metal or any other similar material, whether or not enclosed or contained by crib work, bulkheads, or cofferdams of any type of construction or materials.
- 1.12.0 **Fire vehicle** means any vehicle operated for fire service purposes owned by the state, a public authority, a county, city, town, village, or fire district.
- 1.13.0 **Front yard** means an open, unoccupied space on the same lot with the principal building, extending the full width of the lot and situated between the street line and the front line of the building projected to the side lines of that lot.
- 1.14.0 **Garbage** means household waste.
- 1.15.0 **Ground cover** means (a) Vegetative: lawn, turf, or vegetative growth other than weeds, thistles, allergens, or similar plants, or (b) Mechanical: crushed stone, gravel or other mechanically applied materials which stabilize ground surface.
- 1.16.0 **Guest** means any nonresident (a) visiting a resident or property owner on the Institute grounds, (b) renting a dwelling for less than one (1) month per year, or (c) attending an Institute program or business meeting.
- 1.17.0 **House coach** means any vehicle motivated by a power connected therewith or propelled by a power within itself, which is or can be used as the home or living abode or habitation of one (1) or more persons, either temporarily or permanently.
- 1.18.0 **Institute** means the Silver Lake Institute Incorporated, a not-for profit corporation organized under the laws of the State of New York.
- 1.19.0 **Lot** means a parcel of area of land, the dimensions and extent of which are determined by the latest official records or by the latest approved map of subdivision of which the lot is part.
- 1.20.0 **Motor vehicle** means any vehicle operated or driven upon a public highway which is propelled by any power other than muscular power, except (a) electrically drive invalid chairs being driven by an invalid, or (b) vehicles which run only upon rails or tracks, and (c) snowmobiles. The term motor vehicle shall exclude fire and police vehicles, and trucks and other motorized equipment owned and used by the Silver Lake Institute or The Camp Asbury Retreat Center.
- 1.21.0 **Parking** means the standing of a vehicle, whether occupied or not, otherwise than

- temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.
- 1.22.0 **Police vehicle** means any vehicle owned by the state, a public authority, a county, city, town, or village, and operated by the law enforcement agency of such governmental unit or by a constable of a town or peace officer of the Silver Lake Institute when pursuant to his/her special duties.
- 1.23.0 **Private Property** means any real property on the grounds of the Silver Lake Institute not in ownership of the Institute or the Town of Castile.
- 1.24.0 **Private Road** means every way or place in Institute ownership potentially useful for vehicular travel by those persons having express or implied permission from the Institute but not by other persons.
- 1.25.0 **Property Owner** means any person vested with title to lands including buildings, structures, facilities and improvements used or intended to be used as residential accommodations.
- 1.26.0 **Public conduct** means behavior on or observable from the private roads or public Institute property including leased waterfront spaces.
- 1.27.0 **Public property** means real property owned by the Silver Lake Institute and accessible to all property owners, residents, and guests of property owners, residents or the Institute, but not by other persons.
- 1.28.0 **Quiet** means the absence of any loud sound from any source that can be heard inside the buildings neighboring such source.
- 1.29.0 **Resident** means any person in occupancy, in possession, in control of, or using a dwelling on the Institute grounds full or part-time for at least one month each year.
- 1.30.0 **Residential property** means property used or intended to be used for dwelling or related purposes.
- 1.31.0 **Rubbish** means solid or liquid waste material including but not limited to: rags; paper and paper products; tree branches and leaves; furniture; plastics; cartons; chemicals; paint; grease; sludges; oils and other petroleum products; sawdust; construction and demolition materials; tires; and automobiles and other vehicles and parts thereof.
- 1.32.0 **Seasonal docks** means any structure built on floats, columns, open timber, piles or similar open-work supports which are removed in the fall of the year and replaced in the spring of the year.
- 1.33.0 **Semitrailer** means any trailer which is so designed that when operated, the forward end of its body or chassis rests upon the body or chassis of the towing vehicle.
- 1.34.0 **Sewage** means liquid waste containing animal or vegetable matter in suspension of solution and which may include industrial wastes and liquids containing chemicals.
- 1.35.0 **Shrub** means a low, usually several stemmed, woody plant.
- 1.36.0 **Sign** means any device, structure or object for visual communication that is used for the purpose of bringing the subject thereof to the attention of others but not including any flag, badge or insignia of any public, quasi-public, civic, charitable or religious group.
- 1.37.0 **Store** means to keep or fail to remove.
- 1.38.0 **Structure** means a combination of materials to form a construction that is safe and stable, including but not limited to: buildings, platforms, decks, storage bins, signs, swimming pools and fences.
- 1.39.0 **Trailer** means any vehicle not propelled by its own power, drawn on the public high

- ways by a motor vehicle.
- 1.40.0 **Tree** means a woody perennial plant having a single or small number of usually elongated main stems generally with few or no branches on its lower part.
  - 1.41.0 **Truck** means any motor vehicle designed, used or maintained primarily for the transportation of property.
  - 1.42.0 **Trustee** means a member of the Board of Trustees of the Silver Lake Institute.
  - 1.43.0 **Unregistered operable motor vehicle** means any motor vehicle which could be inspected and registered without repair work.
  - 1.44.0 **Vehicle** means any device in, upon, or by which any persons or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.
  - 1.45.0 **Yard** means the land other than publicly owned land around and appurtenant to the whole or any part of a building and used, or intended to be used, or capable of being used, in connection with the said building.
  - 1.46.0 **Yard Debris** means leaves, needles, branches, trees and vines.
  - 1.47.0 **Designated SLI Representative** shall mean anyone designated by the President and approved by either the Executive Committee or the Board of Trustees to serve as the contact person for a specified job.

## **2.0.0 PUBLIC CONDUCT**

### **2.1.0 MOTOR VEHICLES**

- 2.1.1 All appropriate sections of the current New York State Vehicle and Traffic Law are in effect on Institute grounds.
- 2.1.2 The speed limit on all private Institute roads is (15) fifteen miles per hour.
- 2.1.3 The entry of motor vehicles over six-thousand (6000) pounds empty weight, or semi-trailers over one-thousand (1000) pounds empty weight, or motorized construction or farm equipment onto the Institute grounds is prohibited except for local pickup/delivery or for construction purposes. Motor homes are allowed by permit only.
- 2.1.4 Motor vehicles must be parked on the resident's own private property. If this is not possible, the resident should see the SLI designated representative for a list of designated parking areas.
- 2.1.5 The parking of vehicles by nonresidents who are not guests of residents, property owners, or the Institute is prohibited.
- 2.1.6 No unlicensed cars are permitted. A SLI designated representative will send out a certified letter to all property owners not in compliance. Landowners have four (4) business days after notification to rectify the situation or a daily fine of \$25 will be imposed until the vehicle is removed from the property. If unpaid, the fine will be added to the Institute taxes. Alternatively, the Board of Trustees reserves the right to have the vehicle removed at the property owner's expense
- 2.1.7 Motor vehicles parked unlawfully on the grounds of the Institute may be removed at the expense of the owner.
- 2.1.8 Vehicle parking on Ames Ave. walkway is limited to 15 minutes from July first through Labor Day.

### **2.2.0 ALCOHOLIC BEVERAGES AND MARIJUANA**

2.2.1 The use or sale of alcoholic beverages or marijuana on the private roads, or the possession of alcoholic beverages or marijuana on public Institute property, including leased waterfront spaces, is prohibited.

### **2.3.0 QUIET**

2.3.1 Order shall be maintained at all times.

2.3.2 Quiet shall be maintained near places where religious or educational programs or business meetings of the Institute are being held.

2.3.3 Quiet shall be maintained daily from 11:00 P.M. to 8:00 A.M.

### **2.4.0 PUBLIC AREAS**

2.4.1 The use of the private roads or public Institute property, including leased waterfront spaces, by nonresidents who are not the guests of residents, property owners or the Institute, is prohibited.

2.4.2 Bishop Burt Park is closed to all persons from 11:00 P.M. to 8:00 A.M. daily.

2.4.3 The Institute waterfront area is closed to all persons from 11:00 P.M. to 8:00 A.M. daily.

2.4.4 Any person entering onto or using any private road or public Institute property does so at her/her own risk and waives any liability of the Institute and will hold it harmless and waives any action arising out of his/her use of the private road or public property.

### **2.5.0 DOGS**

2.5.1 No dog shall be allowed to run at large, except that:

(a) a dog may be upon private property under the dog owner's control and with the consent of the property owner, or

(b) a dog, duly licensed and wearing a collar and license tag as required by the Agricultural and Markets Law of the State of New York and registered under these rules, may be upon the private roads or public Institute property, provided such a dog is leashed and is under the custody and control of the dog owner or other competent person accompanying the dog.

2.5.2 Barking dogs are in violation of Section 2.3.0 QUIET. Owners will be held responsible for their pets.

2.5.3 The owner of a dog is responsible for the removal of the dog's litter.

2.5.4 The presence of a dog on the Institute dock and swim area is prohibited.

### **2.6.0 SAFETY**

2.6.1 The discharge of explosives, firearms, pellet guns, BB guns, sling shots, crossbows, or longbows is prohibited.

2.6.2 The possession, use or sale of fireworks is regulated by the New York State Penal Law, Article 270.00 whereby only ground-based "sparkling devices" are legal in Wyoming County and only for persons over 18.

2.6.3 The lighting of floating lanterns is prohibited on Institute property as per NY State Law.

2.6.4 Vandalism and Burglary that infringes upon the safety and well-being of Institute

residents will be prosecuted to the fullest extent of the law, regardless of the age of the accused.

#### **2.7.0 DUMPING AND LITTERING**

- 2.7.1 The deposit of garbage, rubbish, or fill into the lake from the Institute public waterfront area is prohibited and unlawful.
- 2.7.2 The deposit of garbage from households into the refuse containers situated on Institute property is prohibited.
- 2.7.3 Littering is prohibited as per the New York State Vehicle and Traffic Law, Section 1220(a).

#### **2.8.0 CAMPING**

- 2.8.1 Camping along the private roads or on public Institute property, including leased waterfront spaces, is prohibited.
- 2.8.2 Camping in tents, motor homes, campers or trailers by nonresidents who are not the guests of residents or property owners is prohibited.
- 2.8.3 A permit for camping on private property by residents, property owners, or guests of residents, shall be obtained from a SLI designated representative. A permit for children under eighteen (18) years of age and under the supervision of a competent adult to sleep outdoors overnight on private property is not required.
- 2.8.4 A permit for camping shall be valid for a period not exceeding fourteen (14) days.
- 2.8.5 A permit for camping shall not be issued on any private property lacking in facilities for sewage disposal.

#### **2.9.0 BUSINESSES**

- 2.9.1 Selling merchandise or soliciting trade upon the private roads, on public Institute property, or from house to house, is prohibited, except by recognized public charities or newspaper carriers or by permit by Board approval.
- 2.9.2 Property owners must notify the Board of trustees before conducting a yard sale.

#### **2.10.0 SOLICITING AND CANVASSING**

- 2.10.1 Soliciting for funds, subscriptions, memberships or the like, is prohibited, except by or on behalf of the Institute, the Silver Lake Cottage Owner's Association, or recognized Public Charities with the approval of the Board of Trustees.

#### **2.11.0 SNOWMOBILES**

- 2.11.1 The operation of a snowmobile upon private property without the consent of the owner or lessee is prohibited as per New York State Parks, Recreation and Historical Preservation Law, Article 25.03.
- 2.11.2 The operation of snowmobiles and all-terrain vehicles is allowed on lands of the Silver Lake Institute by yearly permit only, obtained from the SLI Office.

#### **2.12.0 FIRES -**

- 2.12.1 No person shall burn, cause, suffer, allow, or permit the burning of an open fire of garbage as per New York State Environmental Conservation Law, Section 215.2(a).
- 2.12.2 The burning of any rubbish outdoors, in the open, or in containers, is prohibited. This shall not prohibit the burning of wood, charcoal products or gas in grills or fireplaces for the

purpose of cooking or the burning of wood in fireplaces or fire-pits for recreation as long as the flames do not exceed thirty (30) inches in height above the ground, are not within eight (8) feet of a structure or endanger humans, plant, or animal life, or property. Wood shall be split or whole logs, not treated or painted lumber.

### **2.13.0 GOLF CARTS**

- 2.13.1 The operation of golf carts is permitted on the Institute roads. They are not permitted on the lakefront greenway, except to drive from Lakeview Ave directly to your waterfront space, or on the grounds of Bishop Burt Park. Golf carts may not be parked on the greenway overnight.
- 2.13.2 Drivers of golf carts must have a valid driver's license and be 16 years of age or older.
- 2.13.3 Golf Carts must obey the SLI speed limit of 15mph.

### **3.0.0 PRIVATE REAL PROPERTY**

#### **3.1.0 USE OF LANDS AND STRUCTURES**

- 3.1.1 No person shall maintain any building, structure or land use in any of the public, industrial, agricultural or residential sections of the Town of Castile which, for any cause, may now be or hereafter become:
  - (a) a safety hazard by the storage of combustible materials or the creation of an attractive nuisance
  - (b) a health hazard by providing a location or condition for infestation by vermin
  - (c) a blight upon the physical and visual environment by storage of such materials so as to present a blighted, littered and unsightly condition to members of the general public as per the Town of Castile Local Law Number Four of 1974 and subsequent additions to that Law.
- 3.1.2 Yards shall be kept in a neat and clean condition and free from:
  - (a) refuse, debris, rubbish, or animal waste
  - (b) branches, shrub, tree or grass clippings or accumulations of leaves
  - (c) accumulation of weed growth or any presence of plants which are noxious or detrimental to health including but not limited to poison ivy, poison oak, poison sumac, or hogweed
  - (d) furniture, other than lawn or garden furniture, or any appliances
  - (e) vehicles not containing current registration and insurance
  - (f) Construction materials or equipment except when a valid building permit is in effect
  - (g) wooden pallets
  - (h) insect, vermin or rodent harborage or infestation.
- 3.1.3 Any vehicle, including a boat or trailer or part thereof, which is in a wrecked, discarded, dismantled, partly dismantled, inoperative or abandoned condition shall not be parked, stored or left in a yard, but this shall not prevent the resident of any dwelling from repairing a vehicle for the use of the resident within an appropriate period of time for such a repair.
- 3.1.4 Ground cover shall be properly established in yards to prevent soil erosion due to the elements.
- 3.1.5 Open porches shall be kept in a neat and clean condition and free from:

- (a) refuse, debris, rubbish, or garbage
  - (b) accumulations of leaves
  - (c) any appliances
  - (d) vehicle parts
  - (e) construction materials or equipment, except when valid permit is in effect.
- 3.1.6 The storage of firewood in front yards is prohibited during the summer season. Stored firewood cords shall be cut to stove or fireplace length, neatly stacked no more than four (4) feet high and properly secured.
- 3.1.7 Garbage stored outside a dwelling shall be in receptacles which are:
- (a) portable
  - (b) made of water-tight construction
  - (c) with a cover adequate to prevent the escape of garbage or the entry of animals or insects and
  - (d) maintained in a clean state.
- 3.1.8 Rubbish (see definition 1.31) shall be disposed of by the owner or occupant of the property.
- 3.1.9 Garbage or rubbish shall not be stored on private property longer than one (1) week.
- 3.1.10 The removal of trees or parts of trees within the confines of the Silver Lake Institute, including leased waterfront spaces, is prohibited except by permit of the Board of Trustees. A permit shall be issued for any one (1) or more of the following reasons:
- (a) a tree that is damaged or diseased
  - (b) a tree that is interfering with approved construction
  - (c) a tree that is too close to another for proper growth
  - (d) a tree that is causing damage or potential damage by being too close to a structure.
- 3.1.11 The planting of a tree or shrub on private property so as to extend beyond the property lines or where in a distance up to ten (10) feet above the ground is prohibited. The planting of trees or shrubs that would hinder another resident's view of the lake is prohibited.
- 3.1.12 The quartering of farm animals is prohibited.
- 3.1.13 No animal shall be quartered that is dangerous to the health and safety of the Institute residents in the event of its escape from the control of the owner.
- 3.1.14 Pets (small domestic animals) shall be kept in an appropriate manner and under control so as not to constitute a nuisance including but not limited to:
- (a) excessive barking, howling or whining of a dog
  - (b) interruption, disturbance or interference with any program activity of the Institute
  - (c) cat litter is to be dumped in garbage bags only; no disposing of litter on Institute grounds
  - (d) all dogs shall be leashed
  - (e) pet owners shall be responsible for the removal of their pet's waste.
- 3.1.15 All driveways and parking areas on private property shall be hard surfaced, which term shall include gravel or crushed stone surface
- 3.1.16 All yards shall be provided and maintained with adequate surface water drainage, including suitable provision for its disposal without causing erosion or accumulation.
- 3.1.17 Vacant lots shall meet all appropriate standards designated in these rules and

- regulations for yards on private property.
- 3.1.18 Dwellings on the Institute grounds are limited to single (1) family residences.
  - 3.1.19 Fences may be erected, altered or reconstructed to a height not to exceed three (3) feet above ground level.
  - 3.1.20 Any fence erected, altered or reconstructed on private property shall be within the property lines and no closer than eighteen (18) inches to a private road whether traveled or not traveled and approved by the Board of Trustees.
  - 3.1.21 Fences and retaining walls shall be kept in good repair and free from health and accident hazards and shall be protected by paint, preservation or other weather resistant material where not inherently resistant to deterioration.
  - 3.1.22 Industrial, commercial or retail businesses are prohibited, except with permission from the Board. Businesses consisting of record keeping, correspondence and telephone communication conducted within a residence are allowed.
  - 3.1.23 The discharge of any storm water, surface water, ground water, roof runoff or subsurface drainage into a sanitary sewer is prohibited.
  - 3.1.24 All waste water shall be discharged into the sanitary sewer system. No waste water shall be discharged into a drywell.
  - 3.1.25 Tenants under long term rental agreements, which is defined as one year or more, must be made aware of and abide by the rules, regulations and procedures of the SL property owners' Handbook. Failure to comply with the rules, regulations and procedures of the Handbook may result in a revocation of the rental agreement. Upon entering into a long term rental agreement, the property owner must submit to the Board of Trustees a document signed by the property owner and tenant acknowledging awareness of the property owners' Handbook.
  - 3.1.26 Leasing and Owner Occupancy Requirements. In order to maintain the quality of life and property values, foster and promote greater stability of residents within the community, promote the residential nature of the Silver Lake Institute (SLI) and encourage occupancy of properties by Owners the following rules regarding leasing and Owner occupancy shall apply:
    - a. Properties may be leased or rented only in their entirety; no fraction or portion, may be rented. All leases shall be in writing and shall be for an initial term of no less than twelve (12) months, except with prior written consent of the Board. Notice of any lease, which includes a copy of the lease as well as name and contact information of the occupants of the Lot, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within fifteen (15) days prior to execution of the lease, but in the event of any lease renewal, within thirty (30) days prior to execution of the lease. The owner must make available to the lessee copies of the Declaration, Bylaws and rules and Regulations of the SLI. The Board may adopt reasonable rules regulating leasing and subleasing.
    - b. Every Owner shall cause all occupants of their property to comply with the SLI's Rules, Regulations, and Bylaws, occupants of a property are fully liable and may be sanctioned for any violation of the Association's Bylaws or Rules and Regulations. Any violation by renters could affect Owners leased dock space and/or marina space.
      - c. The Board of Trustees reserves the right to limit the number of rental properties

- d. Prior to leasing any property, the Owner shall submit a written request to lease to the Board for its verification of the then current number of properties not currently occupied by their Owners. Such written request for non-renewing leases should be coupled with a copy of the lease as well as name and contact information of the occupants of the property, together with such additional information as may be required by the Board. Within seven (7) days of receipt of the request, the Board will provide a written response to the requesting Owner.
- e. Properties may be rented for transient or hotel purposes for example, part of any Air BnB or similar program. Properties may only be rented for less than a year. All renters will be expected to be notified of all the SLI Rules and Regulations and Owners will be held responsible for any violations of those Rules and Regulations. Owners will also bear the financial burden of any insurance, legal, or court costs which the SLI incurs as a result of this type of renters.

Formatted: Font: Underline color: Custom Color(RGB(34,34,34))

**3.1.27 Leasing Permit Fee and Penalty.** In order to ensure compliance with sections 3.1.25 and 3.1.26 property owner's shall pay an annual fee of five hundred dollars (\$500.00) for each property that is under a lease of any length of term (short term and long term rentals both must apply). This annual fee is non-refundable. The Institute shall also collect at the time of issuance of the permit a "Good Behavior Deposit" of five hundred dollars (\$500.00). This deposit shall be refunded to the property owner at the end of the calendar year if there are no violations of the Declarations, Bylaws and Rules and Regulations of the Institute during the permit period. If the property violates any of the above rules, fines shall be imposed of fifty dollars (\$50.00) for each minor violation and one hundred dollars (\$100.00) for each major violation. Violations shall be minor for a first and second offense and major for each violation thereafter. Violations will be cumulative over the calendar year with each violation event acting as a violation offense. (i.e. a violation of section 2.2.1 by two individuals at the same time will be considered one offense and not two offenses but the same individual in violation of section 2.2.1 twice in one day will count as two offenses.)

In the event the Good Behavior Deposit is exhausted during the permit period, the board in its absolute discretion can void the previously issued leasing permit, impose additional fines and/or revoke any leases with the Institute (including marina rental spaces).

If fines are not paid, the Board shall reissue and include any outstanding fines with the annual Assessment for the property. No permit shall be issued to a property owner if there are outstanding fines on any of their properties owned in the Institute.

### **3.2.0 MINIMUM STRUCTURAL STANDARDS**

- 3.2.1 No person shall maintain any building or structure in the business, industrial, agricultural or residential sections of the Town of Castile which, from any cause may now or shall hereafter become dangerous or unsafe to the public as per Town of Castile Local Law Number One of 1983 and all subsequent additions to that law.
- 3.2.2 Yearly inspections by the Grounds Committee shall be conducted and residents shall be notified of noncompliance with Institute regulations. A \$10 per day penalty will be assessed until the structure conforms to the rules and regulations.
- 3.2.3 The exterior surfaces of a structure shall be maintained so as to prevent its deterioration due to weather and insects and where not inherently resistant shall be so maintained by painting, preserving, restoring or repairing siding, flashing or by the

- waterproofing of joints.
- 3.2.4 Materials on the exterior surface of a structure which have been severely damaged or show evidence of dry rot or deterioration shall be repaired or replaced.
  - 3.2.5 Every exterior wall or roof of a dwelling shall be maintained in a manner so as to prevent collapse or injury.
  - 3.2.6 Exterior walls, roofs, and other parts of a building shall be kept free from objects or materials which have been improperly secured or which have become loose or insecure. Such objects or material shall be removed, properly secured or replaced.
  - 3.2.7 Every outside stairway, porch, balcony, landing or deck shall be maintained in good repair so as to be free from holes, cracks or other defects which constitute possible accident hazards, and all treads or risers that show excessive wear or are broken, warped or loose and all supporting structural members that are rotten or deteriorated shall be repaired or replaced.
  - 3.2.8 Windows, exterior doors and basement or cellar hatchways shall be maintained in good repair and severely rotted or damaged doors, door frames, window frames, sashes and casings shall be renewed and broken glass shall be replaced.
  - 3.2.9 Where an eaves-trough and downspouts are installed, the roof drainage shall be discharged into a storm drainage system or discharged onto the ground, providing that it does not adversely affect adjacent properties.
  - 3.2.10 All structures must be of a permanent nature, i.e., travel trailers, recreational vehicles and campers shall not be considered permanent structures.

### **3.3.0 NEW BUILDING AND REMODELING**

- 3.3.1 A building permit is required from the Silver Lake Institute for any construction on its grounds for which a permit is required by the Town of Castile and Wyoming County for any new building enlarging or rebuilding of a structure, except seasonal docks on leased waterfront space. Permits are not required for normal repairs. The Town of Castile will process the zoning permit and Wyoming County will then process the building permit. Both are required to be submitted to the Board of Trustees for final approval.
- 3.3.2 The board needs to approve the placement of any type of shed: including prefab storage.
- 3.3.3 Any construction undertaken by permit of the Institute shall be satisfactorily complete within one (1) year from the date of the issuance of the permit.
- 3.3.4 A building permit shall not be issued with respect to any private property that is in violation of section #3.1.0 or 3.2.0, or any of the rules and regulations of the Silver Lake Institute in their entirety, except when the proposed construction is for the purpose of or includes the elimination of a violation of one (1) or more of these sections.
- 3.3.5 Any construction that changes a building's footprint, will require an updated survey conducted by a licensed surveyor. This survey shall plot the proposed changes on the current lot lines. Other means to establish accurate lot lines will be considered, such as adjoining property surveys and existing stakes.
- 3.3.6 The minimum yard requirements indicated in Town of Castile Local Law Number One of 1970, Section 703, and all revisions, are also in effect in the Silver Lake Institute with reference to distances from the private roads of the Institute where

traveled or untraveled. The Institute also has its set-back requirements due to our lot sizes depending on the width of the road. A five (5) foot set back from the edge of the road is required.

### **3.4.0 REGULATIONS**

- 3.4.1 A building permit form must be obtained from the designated SLI representative and each section completed.
  - (a) the designated SLI rep will review the permit requirements with each applicant to insure an understanding of the requirements for processing and approval.
  - (b) the designated SLI rep will review the completed permit prior to presenting it to the SLI Executive Committee
- 3.4.2 The Executive Committee will review each permit to ensure that it provides essential and accurate information, including one or more photographs of the current property, meeting the zoning code of the Town of Castile, and conforming to the architectural character of the Institute.
  - (a) applicants will be encouraged to submit building designs that fit the character and charm of the historic district. An album of old photographs has been assembled by our Historian for reference in this regard.
  - (b) permits will require contractors to dispose of their construction debris off the Institute unless otherwise authorized by SLI.

### **3.5.0 RESOLUTIONS**

- 3.5.1 Applicants who have unpaid taxes may not be issued permits unless actively involved in making a payment on any delinquent taxes.
- 3.5.2 The Institute shall not require a fee for processing building permits.
- 3.5.3 The designated SLI representative may coordinate a simple permit request that falls within the prescribed guidelines. Such straight forward permit requests that clearly fall within the prescribed guidelines and conform to the architectural character of the Institute do not require a zoning variance and may be coordinated by the Designated SLI representative and reported to the Executive Committee. The designated SLI representative will be responsible for inspecting any authorized work to ensure compliance. Such inspections shall be reported to the Executive Committee.
- 3.5.4 The officers of SLI shall be responsible for contacting the Town of Castile Zoning Board and/or the Wyoming County Code Enforcement officer when issues or concerns arise. Such contact will begin with the President and Vice-President.

### **4.0.0 WATERFRONT AND MARINA SPACES**

- 4.0.1 The possession of alcoholic beverages, marijuana or illegal substances on a waterfront or marina space or the Institute Dock is prohibited.
- 4.0.2 Order shall be maintained at all times.
- 4.0.3 No person may enter onto a waterfront or marina space except with the consent of the property owner leasing the space.
- 4.0.4 A dog shall not be on a waterfront space except with the consent of the property owner leasing the space.
- 4.0.5 The possession, use or sale of fireworks is regulated by New York State Penal Law

- Article 270.00, where by only ground-based “sparkling devices” are legal in Wyoming County and only for persons over 18.
- 4.0.6 The deposit of garbage, gasoline or oil, refuse, debris or rubbish into the lake is prohibited.
  - 4.0.7 Camping on a waterfront space is prohibited.
  - 4.0.8 The use of a houseboat moored at a dock on any waterfront or marina space for living quarters is prohibited.
  - 4.0.9 Waterfront spaces shall be kept in neat and clean condition, free from:
    - (a) refuse, debris and rubbish
    - (b) branches, shrub, tree or grass clippings or accumulations of leaves
    - (c) accumulations of weed growth, untrimmed shrubbery or any presence of plants which are noxious or detrimental to health including but not limited to poison ivy, poison oak, poison sumac or hogweed.
    - (d) construction materials or equipment except when a valid building permit is in effect
    - (e) insect, vermin or rodent harborage or infestation
    - (f) household garbage
  - 4.0.10 Any boat or seasonal dock or part thereof which is in a wrecked, discarded, dismantled, partly dismantled, inoperative or abandoned condition shall not be stored or left on a waterfront or marina space.
  - 4.0.11 The discharge of fill onto or the removal of fill from any portion of a waterfront space is prohibited except by permit of the designated SLI representative.
  - 4.0.12 Ground cover shall be properly established on waterfront spaces to prevent soil erosion due to the elements.
  - 4.0.13 The storage of gasoline on a marina space other than in a boat or motor tanks is prohibited. The storage of more than ten (10) gallons of gasoline in containers other than in a boat or motor tanks on a waterfront space is prohibited.
  - 4.0.14 Any Fires must be in compliance with Section 2.12 Fires.
  - 4.0.15 The removal of trees or parts of trees from a waterfront space is prohibited except by permit of the Board of Trustees.
  - 4.0.16 The quartering of animals on a waterfront space is prohibited.
  - 4.0.17 No accessory building may extend higher than three (3) feet above the normal water level within fifty (50) feet of the lake front as per the Town of Castile Local Law Number One of 1970 as amended in December, 1980 including all subsequent amendments.
  - 4.0.18 The minimum standards established as per Section 3.2.0 of the rules and regulations apply to all structures on waterfront and marina spaces.
  - 4.0.19 Each marina space shall be equipped with a mechanically sound boat hoist and a catwalk not exceeding 32 inches in width extending parallel to the boat hoist for its full length.
  - 4.0.20 Any person leasing a marina space may store a boat hoist or catwalk on the concrete apron immediately adjacent to the marina area from September 1st to June 15th of the following year. All boat hoists and catwalks shall be removed from the marina spaces by October 1st of each year.
  - 4.0.21 A rented marina space requires active use of the space by placing a lift and boat in the space during the summer season.
  - 4.0.22 In order to build on leased Institute waterfront, a permit must be obtained from the

- Board of Trustees.
- 4.0.23 Tiered decks along the waterfront are permitted as long as they are approved by the Board of Trustees.
- 4.0.24 If a waterfront space is not renewed due to violation or nonpayment of taxes, the person may reapply for a waterfront space and be placed at the bottom of the waiting list.
- 4.0.25 A resident on the waiting list for a waterfront space shall be removed from the waiting list upon completion of the sale of their property.
- 4.0.26 The application for a waterfront space of any resident in violation of any of the rules and regulations of the Institute shall not be accepted; and if the resident is on the list, they shall be removed and may not reapply until such time as they are in compliance with the Institute rules and regulations. Before an application is removed, the owner will be given a notice and thirty (30) days to come into compliance.
- 4.0.27 SLI Boat Storage
- (a) SLI residents are permitted to store their boats in an area in the Meadow/ Recycling Center as designated by the Groundsman.
  - (b) Residents are required to sign the agreement that holds the SLI save-harmless for any damage to private property while stored on SLI property.
  - (c) Boat Storage and access must be coordinated with the SLI groundsman.
  - (d) Current insurance certificate naming SLI as an additional insured needs to be in place.
  - (e) Boats may be stored from September 1 to May 31 of a calendar year. Arrangements need to be made with the groundsman regarding times for removing boats from the Meadow.
- 4.0.28 Industrial, commercial or retail businesses are prohibited on the waterfront. This includes boats held for rental and fishing excursions.

#### **5.0.0 CHANGES IN RULES AND REGULATIONS**

- 5.0.1 All previous rules and regulations or parts thereof inconsistent with or not included in these rules and regulations are hereby repealed.
- 5.0.2 The Board of Trustees may from time to time amend, supplement or repeal any one or more of these rules and regulations.
- 5.0.3 The declaration of any portion of these rules and regulations to be invalid by a court of competent jurisdiction shall not invalidate the entire rules and regulations but only that part thereof so declared to be invalid and the remainder of said rules and regulations shall remain in full force and effect.

#### **6.0.0 VIOLATIONS OF RULES AND REGULATIONS**

- 6.0.1 Any person or persons in willful violation of the rules and regulations are in violation of New York State Not-For-Profit Corporation Law Section 202. The State set penalty for such violation may be:
- (a) a definite sentence of imprisonment which term shall not exceed fifteen (15) days as fixed by the court, or
  - (b) a definite sentence to pay a fine which amount shall not exceed \$250.00 as fixed

- by the court, or  
(c) such other sentence as may be imposed by the court for an unclassified misdemeanor under the Penal Law of the State of New York.
- 6.0.2 Any person or persons in willful violation of the rules, regulations and procedures in their entirety shall receive written notice of same from the President or the Vice-President of the Board of Trustees. These officials of the Institute shall be free from personal liability for acts done in good faith in the performance of this duty.
- 6.0.3 A willful violation of any part of the rules and regulations may result in termination of the lease for the corresponding dock space or marina space.
- 6.0.4 Each day that a condition exists that is in violation of the rules and regulations may without further notice be considered a separate violation.
- 6.0.5 Nothing herein shall be interpreted to limit the remedies, enforcement procedures or penalties available to the Institute by reason of the violation of its rules and regulations.

#### **7.0.0 APPLICATION FOR VARIANCE**

- 7.0.1 Any property owner or resident who wishes to apply for a variance from one or more of the rules, regulations and procedures in their entirety shall do so to the Board of Trustees via certified mail or in person prior to the existence of the variant situation and prior to receipt of written notice of violation. An application must be submitted to the designated SLI representative.
- 7.0.2 The application must contain the following information:  
(a) name, address and telephone number of applicant  
(b) address of property referred to in application if different from that in (a)  
(c) reasons or circumstances for application for variance  
(d) supporting maps, pictures, information, documents or other evidence as needed or requested by the Board of Trustees  
(e) signature of the property owner.
- 7.0.3 Variance from the rules and regulations shall not be granted simply at the request of the applicant. The applicant must show that compliance with the rules and regulations would create practical difficulty or hardship.
- 7.0.4 Variance from the rules and regulations are not transferable to a new property owner. A new property owner shall apply to the Administrator if he/she wishes to receive a variance similar to the former property owner. Likewise, a new tenant shall reapply for a variance held by a former tenant.

### **CHAPTER-III PROCEDURES OF THE SILVER LAKE INSTITUTE**

#### **8.0.0 DEFINITIONS**

- 8.0.1 All terms used in Sections 10.0.0 to 15.0.0 that were defined in Section 1.0.0 carry the same meaning herein as there defined.
- 8.0.2 Principal Building means a building or buildings in which is conducted the main or principal use of the lot on which said building is situated.
- 8.0.3 Space means a waterfront or marina space.
- 8.0.4 Tenant means

- (a) any person leasing a waterfront or marina space from the Institute,
- (b) any person leasing or renting private property from the property owner.

#### **9.0.0 TRANSFER OF REAL PROPERTY**

- 9.0.1 Any person wishing to transfer private real property by deed or land contract shall apply to the Board of Trustees. An application packet for such purposes must be obtained from the Registrar.
- 9.0.2 Any person wishing to transfer private real property to another person shall do so only with the consent of the Board of Trustees using the deed form supplied by the Silver Lake Institute. Such deed form must be obtained from the Registrar.
- 9.0.3 The use of these two forms serve the following purposes for the Institute:
  - (a) provides information for mailing of Institute tax bills, programs and meeting schedules, waterfront and marina space leases and other information from the Institute to the property owner
  - (b) provides a means to monitor the use of private property in order to insure conformity with the zoning law of the Town of Castile
  - (c) provides a means to monitor property, school and Institute tax accounts in order to insure that all taxes due are paid in full before the property transfer
  - (d) provides a means to monitor the use of private property to insure conformity with the rules and regulations of the Institute.
- 9.0.4 The consent of the Board of Trustees shall not be given for the transfer of any real property that
  - (a) is in violation of the Zoning Law of the Town of Castile
  - (b) has any property, school or Institute tax overdue and payable
  - (c) is in violation of any of the rules, regulations and procedures in their entirety of the Institute.

#### **10.0.0 SILVER LAKE INSTITUTE TAX**

- 10.0.1 The Silver Lake Institute tax shall be assessed upon the owners of all privately owned real property upon a valuation established and maintained by the Town of Castile.
- 10.0.2 The Institute tax rate shall be established each year by the Board of Trustees.
- 10.0.3 A statement of Institute tax due is mailed to each property owner in April of each year and the tax is due before July 1<sup>st</sup> of that year.
- 10.0.4 A penalty shall be added to any Institute tax paid after the due date according to the following schedule.
  - (a) 1.5% penalty for each month or part of month after July 1.
- 10.0.5 The SLI's delinquent tax collection procedures are as follows:
  - (a) Our efforts will begin with an attempt to communicate with the homeowners. We will first seek to provide any assistance that we can provide or refer. We will certainly consider establishing reasonable payment schedules.
  - (b) Non-payment of taxes will result in the forfeiture of Lakefront Lease Agreements, the cancellation of any marina space rentals, and the removal from any waiting lists. Homeowners will be notified after July 1<sup>st</sup> that they have ninety (90) days or until September 30<sup>th</sup> to pay their tax accounts in order to avoid these adverse

- actions.
- (c) The Silver Lake Institute Trustees will not approve deed transfers for new prospective property owners, unless previous accumulated property taxes and penalties are paid. Banks and Title Companies will require tax payments as part of their underwriting approval.
  - (d) Any costs of collection including, but not limited to, attorney's fees shall be added to an Institute tax paid after the due date.
- 10.0.6 The revenue from the Institute tax funds the operation and maintenance of the buildings, parks, waterfront, parking areas, drains and private roads of the Institute. The costs of these operations include:
- (a) salaries and expenses for employees and agents as necessary.
  - (b) operation and maintenance of the vehicles and equipment of the Institute
  - (c) utilities and insurance of the Institute
  - (d) administrative costs of the Institute
  - (e) maintenance of a fund for future development
  - (f) Institute programs and spiritual life services.

#### **11.0.0 LEASING OF WATERFRONT AND MARINA SPACES**

- 11.0.1 Waterfront spaces shall be leased only to property owners of the Institute. Only one (1) waterfront space shall be leased to a family.
- 11.0.2 Any waterfront space over twenty-four feet will be divided in half when the property is sold.
- 11.0.3 A waiting list shall be maintained for the lease of marina spaces in the following order of preference:
- (a) first, property owners with no waterfront or marina space
  - (b) second, residents with no marina space
  - (c) third, any other property owner
  - (d) fourth, any other resident.
- 11.0.4 Any person wishing to lease a waterfront or marina space shall apply to the Board of Trustees via certified mail. Available spaces will be offered to eligible persons in the order of receipt of applications within the categories specified for each type of space.
- 11.0.5 A waterfront or marina space shall not be leased to any person who owns or resides at a private property on the Institute grounds that has any Silver Lake Institute tax overdue and payable.
- 11.0.6 A waterfront or marina space shall not be leased to any person who owns or resides at a private property on the Institute grounds that is in violation of any rules, regulations and procedures in their entirety of the Silver Lake Institute.
- 11.0.7 The lease for a waterfront space shall be in effect from September 1st to August 31st of the following year, or until the person leasing the space ceases to be a property owner or resident of the Institute, or until one party terminates the lease.
- 11.0.8 The tenant is responsible for the payment of rent and the conduct of persons using the space with the consent of the property owner or resident leasing the space and the condition of the space for the entire year.
- 11.0.9 A statement of rent due is mailed to each tenant in July of each year and the rent is due before September 1st of that year. Failure to pay the rent by the due date may

- result in termination of the rental agreement and the offering of the space to the next eligible person. The amount of the rent is a rate per front foot for waterfront spaces and a flat fee for marina spaces which shall be determined each year by the Board of Trustees.
- 11.0.10 The violation of any part of the rules and regulations by the tenant may result in the termination of the lease and the offering of the space to the next eligible person.
- 11.0.11 Any person wishing to terminate the lease of a waterfront or marina space shall notify the Board of Trustees via certified mail. If the space is re-assigned for the remaining portion of the year for which rent has been paid, a pro rata portion of the annual rent, calculated from the first day of the new lease to the end of the lease term, shall be refunded to the previous tenant.
- 11.0.12 Any person leasing a marina space who ceases to be a property owner shall notify the Board of Trustees via certified mail. The marina space will then be offered to the next person on the waiting list. Marina spaces do not transfer to the new owner of the residence.
- 11.0.13 In the event of a property transfer where multiple waterfront spaces or waterfront over twenty four feet are involved, only one (1) space as determined by the Board of Trustees, shall be offered for leasing to the new property owner. Any other spaces shall be offered to the next eligible person.
- 11.0.14 The Institute may terminate the lease with thirty-one (31) days notification for:
- (a) non-payment of rent
  - (b) violation of any part of the rules and regulations or procedures of the Institute.
- 11.0.15 Any person wishing to exchange spaces with another person must receive the written consent of the Board of Trustees. Such person shall apply via certified mail.
- 11.0.16 Waterfront spaces may be subleased under the following conditions:
- (a) sublet only to Institute residents
  - (b) sublet only to those persons listed on the waterfront waiting list
  - (c) sublet only to residents not in violation of any of the Institute rules and regulations
  - (d) the fee charged shall not exceed the annual fee charged by the Institute
  - (e) Approval must be obtained from the Board of Trustees on an annual basis.
- 11.0.17 Fixtures or structures attached to the land of a leased waterfront space become the property of the Institute upon the termination of the lease if not removed prior to the end of the lease term.

## **12.0.0 PERMITS**

### **12.1.0 GENERAL REQUIREMENTS**

- 12.1.1 Any property owner or resident who wishes to apply for a permit to make changes to property or leased waterfront spaces shall do so to the Board of Trustees in person or via certified mail prior to the existence of the action for which the permit is required. An application form for such purpose may be obtained from designated SLI representative.
- 12.1.2 The application shall contain the following information:
- (a) name, address and telephone number of applicant
  - (b) address of property referred to in application if different from that in (a)

- (c) the specific information indicated below for each type of permit  
(d) signature of the applicant.
- 12.1.3 Upon receipt of the application, designated SLI representative or the Board of Trustees may request, and the property owner or resident shall submit, such additional information as is required to process the application.
- 12.1.4 No permit shall be issued with respect to any private property that has any Silver Lake Institute tax or waterfront or marina space rent overdue and payable.
- 12.1.5 No permit shall be issued with respect to any private property that is in violation of any part of the rules and regulations.

#### **12.2.0 CAMPING PERMIT**

- 12.2.1 The application for a camping permit shall contain the following specific information:
- (a) an indication of the sewage disposal facilities available on the property where the camping is to take place
  - (b) the period of time the camping is to take place.
- 12.2.2 The permit shall contain information regarding the rules and regulations of the Silver Lake Institute.
- 12.2.3 Camping permit must be displayed.
- 12.2.4 Camping shall be limited to a two week period.

#### **12.3.0 BUILDING PERMIT**

- 12.3.1 The application for a building permit shall contain the following specific information:
- (a) one copy of the application form
  - (b) for structures on leased waterfront spaces - the location and size of the proposed structure
  - (c) for fences - a diagram showing location of the principal building and the proposed fence in relation to all property lines, and an indication of the materials to be used in constructing the fence
  - (d) for moving a structure within or onto the Institute grounds - the proposed route of moving
  - (e) the estimated beginning and completion dates of construction.
  - (f) a completed and approved Building Permit from the Town of Castile.
  - (g) for prefab sheds - the dimensions of the structure and a diagram of its placement on the property (no Town of Castile permit is needed)
- 12.3.2 A building permit card shall be issued to the applicant upon approval and shall be posted on the corresponding property so as to be visible from the road upon which the principal building fronts during the period of construction.

### **13.0.0 SERVICES OF THE SILVER LAKE INSTITUTE**

#### **13.1.0 SPIRITUAL AND EDUCATIONAL PROGRAMS**

- 13.1.1 Spiritual life services are conducted in July and August as established by the Spiritual Life Committee.
- 13.1.2 Educational programs are conducted in July and August as established by the Program Committee.
- 13.1.3 A schedule of speakers for the above services and programs is published each spring by the Board of Trustees and mailed to each resident and property owner.

13.1.4 The Silver Lake Experience shall be held every other year on odd years.

**13.2.0 INSTITUTE SWIM AREA & LIFEGUARDS**

13.2.1 The swim area is for residents and their guests only. An adult resident must accompany all guests.

13.2.2 No lifeguards are provided. Residents and their guests swim at their own risk. Children must be accompanied by an adult.

**13.3.0 DESIGNATED SLI REPRESENTATIVES**

13.3.1 The Institute shall provide and the President shall identify at the annual meeting, designated representatives who shall, at the direction of the Board of Trustees, be responsible for:

- (a) the operation and maintenance of the buildings, parks, waterfront, parking areas, and private roads of the Institute
- (b) the inspection of private property, leased waterfront and marina spaces and leased private road parcels to insure conformity with the rules and regulations of the Institute
- (c) the issuance of permits
- (d) the maintenance of the office of the Institute
- (e) and other duties as agreed upon by the Board of Trustees.

**13.4.0 SERVICES PROVIDED PROPERTY OWNERS AND RESIDENTS FOR A FEE:**

13.4.1 A designated SLI representative is available for the rental of Institute buildings, waterfront and marina spaces.

## **Appendix A – A History of the Silver Lake Institute**

### **Prior to the Silver Lake Location 1848 – 1872**

From 1848 to 1872, there was a camp ground in Bergen Called Genesee Camp Ground. It was the site of camp meetings supported by churches of the Genesee Conference of the Methodist Episcopal Church. In 1857, the state legislature issued a charter to the Genesee Camp Ground Association. History records that conference camp meetings were held yearly with considerable success.

### **Early Silver Lake History beginning in 1872**

In February 1872, a committee was appointed to find a new location and a 15-acre site on Silver Lake, on land owned by Oliver C. Chapman, was chosen. The Bergen grounds were sold in September 1872, and the Silver Lake site was purchased for \$3,000. One who visited the site said, "There was but one building and that was a little place used by fishermen. This grove, beautiful above other grounds of a similar character, was purchased and consecrated for the purpose of a purely religious meeting."

The first camp meeting at Silver Lake met August 12-22, 1873, and included an election of trustees. These officers were made a committee to stake out the avenues and lots. The grounds were named Camp Wesley, a name which held for many years. In 1874, an additional 24-acres were purchased.

In 1877, the Camp Ground Association reported to the conference that "the Conference Camp Meeting at Silver Lake, in all the elements of true success greatly surpassed any meeting held on these grounds during preceding years. A Sunday School Institute was also held in connection with this meeting." It was in this year that the charter was amended which made voters of those who were male members of the Methodist Episcopal Church, 21-years of age, residing in the bounds of the Genesee Conference and owning a tent, lot, or cottage on the grounds. In May 1884, the charter was again amended, at the request of the Association, to provide for the election of nine trustees by the Genesee Conference, three in each class for three-year terms. The Camp Meeting trustees were elected one each year for a nine-year term until 1894, when they were divided into three-year classes. At that time, voters were required to be owners of real estate on the grounds, women were made voters, and two-thirds of the elected trustees had to be members of the Methodist Episcopal Church.

### **The Beginning of Chautauqua Features, 1886**

During the years the program evolved to include many of the features associated with Chautauqua. Dr. J. H. Vincent, later Bishop Vincent and one of the founders of Chautauqua Institute, participated in several of the programs. The railroad ran excursions; the name of the depot was changed from Camp Wesley to Silver Lake Assembly; an open-air auditorium was built on the site of Burt Park; a Hall of Philosophy was built, which later became Epworth Inn (now removed); and a School of Conference Studies was formed which continued for over 25-years. In 1894, the charter was changed to bring the legal use of the grounds into line with its enlarged program "for holding religious and educational meetings under the jurisdiction of the Methodist Episcopal Church and according to its usages." In 1895, an amendment to the charter changed the name of the corporation from Genesee Camp Ground Association to Silver Lake Assembly. In 1895, the state legislature gave the assembly the power to make rules and enforce order by appointment of peace officers with full police authority on the grounds and ten rods outside

### **Building of Epworth Hall and the W.C.T.U. Building (Now known as Stoodly Hall), 1892**

In 1892, Epworth Hall and the W.C.T.U. Building were built. The latter was renamed the John Stoodly Memorial Chapel, in appreciation for the contribution of the Rev. John H. Stoodly, who in 1895 bought some of the mortgages and deeded the property back to the Assembly. In 1895, Wilbur N. Hoag of Akron gave the Assembly the Hoag Memorial Art Gallery.

### **Impact of Economic Depression in the 1890's**

Silver Lake has felt the impact of changes in the economy. Following what was referred to as "the Cleveland Depression" in the 1890's, the Assembly experienced difficulties when mortgages were foreclosed. In 1905, the Hall of Philosophy was bought by a doctor who transformed it into a sanitarium. This failed and in 1912 a hotel company operated it as a summer hotel. When this failed, a group of businessmen in Perry bought the property for use as a Military and Naval School. This prospered for a few years, and after being vacant for a while, a group of persons related to the Genesee Conference bought it and saved it for the Conference.

### **Early 1900 Through the Later 1900's**

Through the 1900's, Silver Lake has been the site of lab schools, schools of missions, men's retreats, and children's youth camps, as well as serving as a retreat center for local churches. In 1958, the Institute Trustees deeded what is known as Camp Asbury to the Conference for the sum of \$1 plus additional consideration and an agreement as to how the Camp would relate to the Institute. The Camp was to remain as an integral part of the Silver Lake Institute. Since then and up until the uniting of the Western New York Conference into the Upper New York Conference in 2010, the Conference programed Camp Asbury with weeklong Summer youth and children camps along with hosting numerous retreat and conference groups throughout the year.

The Silver Lake Institute continued to hold many religious, cultural and educational programs which included Sunday worship experiences, Wednesday evening programs, Thursday evening concerts and weekday classes in painting, and other art forms, all scheduled during the summer months.

In 1983, Silver Lake Institute was granted New York State Historical Landmark status.

### **Upper New York Conference Request for Separation, 2013**

In 2013 the Upper New York Conference of the Methodist Church requested that the two Boards of Trustees work out a separation agreement which would clearly state that the Silver Lake Institute was a separate identity. Negotiations continued until 2016 when a separation agreement was signed by both Boards of Trustees. The Silver Lake Institute applied for a continuation of their "Not for Profit Status" as a Charitable Organization and were able to continue their Charter with the State of New York through an agreement signed by both parties which was filed in Wyoming County Court on February 16, 2016.

Although there is now a separation of the Institute and the United Methodist Church we celebrate our heritage and continue the fine relationship and cooperation with Camp Asbury.

### **Renaissance Period, 2015**

In and around the period of separation, the Silver Lake Institute (SLI) has enjoyed a renaissance of spiritual, educational and cultural activities. In 2015, and with hopes to continue the event every two years, the SLI, in collaboration with The Asbury Retreat Center, held a Silver Lake Experience modeled after a mini Chautauqua program. Special activities and full summer programs were also implemented.

#### **Continuation of the Tradition**

The Board of Trustees endeavors to administer the affairs of the Institute within the limits of available resources, while trying to be faithful to the purpose for which the Institute was founded as set forth in the charter. Perhaps, with this brief view of our past and a sense of commitment to the present and future, the tribute written by Rev. A. F. Colburn in 1903 is appropriate: "Silver Lake had a history sacred to Methodism and we trust a future equally valuable. Its history extends back to the old Conference meeting grounds at Bergen. The meetings of those years had a pronounced effect upon the spiritual life of this Conference....On these beautiful grounds, hundreds have entered the spiritual life and many have received the endowment of power for service. Friendships rare and lasting have been formed. The best things in religion, music, oratory, entertainment, and instruction have been made available to many whose lives have been thereby brightened and broadened. Precious memories cluster about the place. It is consecrated by the prayers, toils, and sacrifices of the fathers. It is their legacy to us."

May it always be so!

**Appendix B Charter of the Silver Lake Institute (click here) [Need a link.](#)**

**Appendix C BY-LAWS OF THE SILVER LAKE INSTITUTE (click here) [Need a link](#)**

**Appendix D Silver Lake Institute Endowment Fund (click here) [Need a link](#)**

**Appendix E Application for Consent for Transfer of Private Real Property on Silver Lake Institute Grounds (click here) [Need a link](#)**

#### **Appendix F - Information on Silver Lake Institute for New Owners and Renters**

We are a 501(C)3 corporation initially Chartered by the New York Legislature in 1857 with a new amended and current charter issued in 2016.

We are governed by a Board of Trustees made up of 12 cottage owners. They are elected annually to a three year term at our annual cottage owners meeting held on the 2nd Saturday in July.

We are a community of both year round and seasonal owners who enjoy the sunsets, the lake and the fellowship of our neighbors.

The Lakefront greenway is owned by the Institute. All waterfront spaces are leased by cottage owners for an annual fee and are maintained by the lessee. Any changes or improvements to the leased space must be approved by the Board of Trustees.

As a chartered Institute we are expected to offer programs in art, music, culture, education and spirituality during the months of July and August. We would hope that you would join in the fun and come to the Friday concerts, Saturday evening coffee houses, Sunday spiritual gatherings, children's July 3rd bike parade, lectures, desserts on the dock, and all of the other events on our packed summer calendar.

Saturday Mornings during July and August there is a morning cafe at Stoody Hall where you can come to meet with neighbors over a cup of coffee and a delicious breakfast. It is a great place to make new friends.

Property owners are required to pay an annual Silver Lake Institute tax which is based on the property assessment set of the Town of Castile. This tax pays for the upkeep of our historic buildings and the maintenance of our public grounds including our big blue dock and private roads. This also allows us to pay a groundskeeper who provides a number of services to maintain the Institute year round. These funds also assist the programing budget and allow for other improvements as necessary.

Garbage is picked up weekly and must have a sticker on each bag. Stickers may be purchased at the Institute office. Arrangements can be made to dispose of large items by contacting the Groundskeeper.

Alcoholic beverages are only permitted on private property. There is to be no alcoholic consumption on Institute grounds, which includes the greenway, the big blue dock, leased dock spaces, historic buildings, streets, the park and other Institute property.

All property sales are subject to approval by the Board of Trustees.

We look forward to your becoming a part of this special community and meeting you and yours.

Other Information - SLI Office Phone (leave a message) 585-237-6639  
SLI Groundskeeper Phone 585-322-3896 SLI Official email [silverlakeinstitute@frontier.com](mailto:silverlakeinstitute@frontier.com)

#### Appendix G Deed Form

##### SILVER LAKE INSTITUTE DEED

THIS INDENTURE made the day of in the year two thousand and nineteen.

BETWEEN, residing at , County of and State of New York  
parties of the first part and , party of the second part residing at  
, County of and State of New York

WITNESSETH, that the parties of the first part in consideration of One dollar and more (\$ 1.00 & more) lawful money of the United States, paid by the party of the second part, doth hereby grant and release unto the said party of the second part their heirs, successors and assigns forever,

**ALSO** granting and releasing of all the rights of the grantor herein to pass into or over the private roads, parks or buildings now maintained by the Silver Lake Institute within its grounds, it being expressly understood that all of such private roads, parks and buildings are, and shall remain, private property of the Silver Lake Institute, and shall be used in accordance with the rules, regulations and procedures of said Silver Lake Institute, now existing or hereafter made, and that the Silver Lake Institute has reserved the right to discontinue said private roads, parks or buildings, or any of them and to provide such other private roads, parks or buildings as from time to time may be determined upon by it.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said described premises.

To have and to hold the premises herein granted unto the parties of the second part, their heirs, executors, administrators, and assigns forever, subject, however, to the following reservations and covenants.

**FIRST.** The premises shall be subject to annual tax which shall be prior and superior to all liens and encumbrances thereon, except those imposed by the United States or New York or any political subdivision or municipality thereof, to provide for the cost of services of the Silver Lake Institute, which tax shall be assessed upon the premises herein conveyed upon an assessed valuation conducted and maintained by the Town of Castile.

**SECOND.** The grantee for their heirs their executors, administrators, distributees and transferees, covenant that in the use of said premises and all improvements thereon, they shall always conform to and observe all acts under which the Silver Lake Institute is incorporated and all amendments thereof and all substitutes thereof now or hereafter in force, and such rules, regulations and procedures as the corporation has or shall hereafter ordain for its government and the preservation of peace and good order, and pay all taxes hereafter levied upon said premises.

**THIRD.** The premises hereby conveyed shall be used for the purpose of a private residence only, and not for any other purpose whatsoever, unless and until the consent to some other or different use shall be given by the Silver Lake Institute in writing. The second party shall not, without such consent, keep for sale or sell any goods or merchandise of any kind, nor furnish board, food, lodging or rooms for hire, not carry on or permit to be carried on any trade, business or profession upon said premises.

**FOURTH.** This grant shall not be transferred without the consent in writing of the Board of Trustees of the Silver Lake Institute duly executed and acknowledged.

**FIFTH.** No trees or part of trees shall be cut except by the consent in writing of the Board of Trustees of the Silver Lake Institute.

**SIXTH.** The conditions, restrictions and provision herein contained are for the benefit of the Silver Lake Institute, as the owner of other lands at Silver Lake, New York and for the benefit of all owners of lands on the grounds of the Silver Lake Institute, to the end that the purpose for which the Institute was established and has been maintained may be carried out.

All the terms and conditions of this deed shall bind and shall be to the benefit of the heirs, executors administrators, successors, and assigns of the grantor and the grantee, and shall run with the land.

Subject to the above named conditions and restrictions the parties of the first part does covenant with the party of the second part,

FIRST, that the party of the second part shall quietly enjoy the said premises,

SECOND, that the parties of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except

THIRD, that the parties of the first part will forever warrant the title to said premises.

**IN WITNESS WHEREOF**, the said parties of the first part have hereunto set hand and seal the day and year first above written.

\_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF )

On this day of \_\_\_\_\_, 2019 before me, the undersigned, a Notary Public in and for the said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public \_\_\_\_\_

**THIS IS TO CERTIFY**, that the within conveyance of the above described parcel was duly approved and consented to by Authority of the Trustees of Silver Lake Institute on the \_\_\_\_day of \_\_\_\_\_ 2019 and said Trustees did thereupon confirm the deed to \_\_\_\_\_, mentioned herein, and do hereby quitclaim to the grantee herein all right and title of this corporation not reserved in said deed.

**IN WITNESS WHEREOF**, the corporation has caused its corporate seal to be hereunto affixed, and those presents to be signed by its duly authorized officer the day and year first above written.

In the presence of

SILVER LAKE INSTITUTE

By \_\_\_\_\_  
CRAIG L. BATEMAN  
REGISTRAR

STATE OF NEW YORK )  
COUNTY OF WYOMING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me, the undersigned, a Notary Public in and for the said State, personally appeared CRAIG L. BATEMAN, Registrar of the Silver Lake Institute personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Public

**Appendix H Waterfront Space Lease (click here) [Need a link](#)**

**Appendix I Marina Space Lease (click here) [Need a link](#)**

**Appendix J Silver Lake Rental Agreement (click here) [Need a link](#)**

**Appendix K**  
**Address & Telephone Number of the Silver Lake Institute**  
Silver Lake Institute  
P.O. Box 20  
Silver Lake, NY 14549  
Office Phone: (585) 237-6639

**Appendix L  
Addresses & Telephone Numbers of Local Officials**

**Perry Fire or First Aid  
Emergency  
Dial 911**

Enforcement Officer Wyoming County  
Wyoming County Zoning  
36 Center Street Suite C  
Warsaw, NY 14569  
585-786-8820

New York Site Police  
North Main Street  
Warsaw, NY 14569  
585-786-2220  
585-237-2424

Castile Water District #1  
3600 Walker Road  
Perry, NY 14530  
585-493-2233 (ext1011)  
585-727-2569

**Wyoming County Sheriff Dept  
145 North Main St  
Warsaw, NY 14569  
585-786-2255  
or 911**

Wyoming County Health Dept  
338 North Main St  
Warsaw, NY 14569  
585-786-8310

Wyoming County Dog Warden  
Gainesville, NY  
585-322-7253  
585-535-7547

Wyoming County ASPCA  
PO Box 93  
Warsaw, NY 14569  
585-786-5272

**CORRECTIONS**

Please assist the Board of Trustees by notifying us of any errors in this Handbook so that they may be corrected for the next edition. Your cooperation in calling this to our attention is appreciated and will be most helpful. Please let us know how the Handbook can be more useful and beneficial to you. Your correction may take the following form:

On page , the section which reads:  
Should be corrected to read:  
Signed,