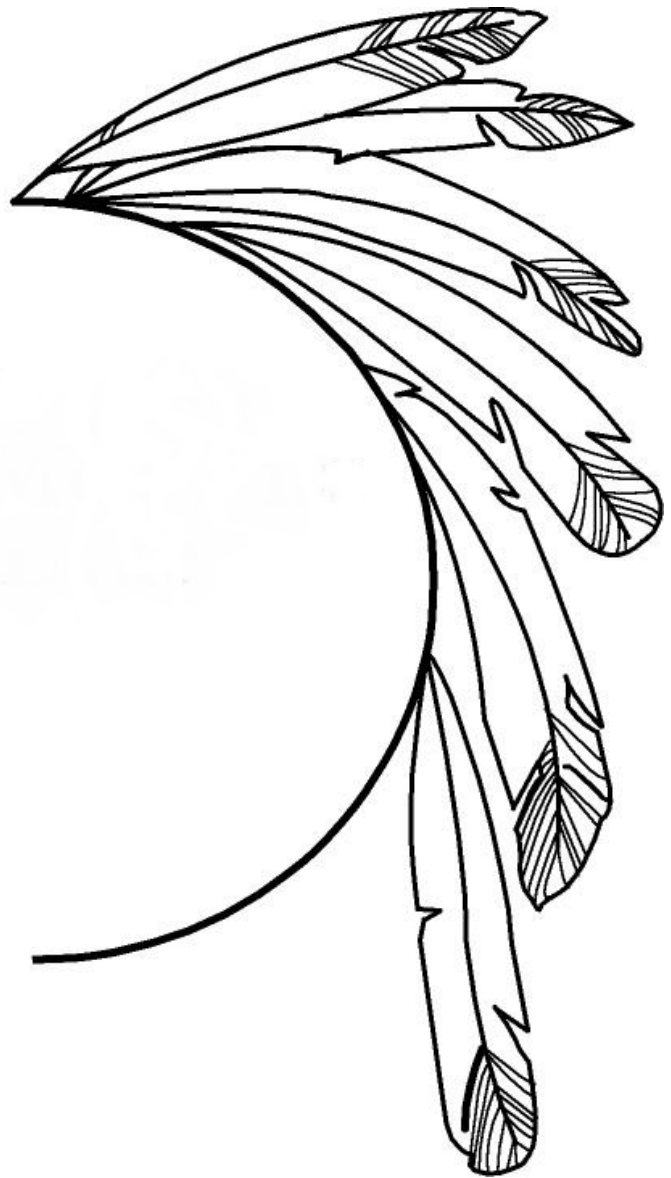


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**By – Laws**

**OF**

**INDIAN MOUNTAIN LAKE CIVIC ASSOCIATION, INC. BOARD OF DIRECTORS**  
Originally Adopted 05/09/77 – Amended 08/04/01 – Amended 08/02/03 – Amended 08/05/17  
Amended 08/03/19 – Amended 08/07/2021 – Amended 08/06/2022

# **BYLAWS**

**OF**

**INDIAN MOUNTAIN LAKE  
CIVIC ASSOCIATION, INC.**

Revised August 06, 2022

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**BYLAWS**

REVISED 8/7/2021

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## ARTICLE I.

### NAME AND ADDRESS

**SECTION 1.** Name. The name of this corporation shall be **Indian Mountain Lake Civic Association**, a Pennsylvania Not for Profit Corporation.

**SECTION 2.** Address. The address of the corporation is **95 HIGHRIDGE ROAD. ALBRIGHTSVILLE, PA. 18210.**

## ARTICLE II.

### DEFINITIONS

The following terms as used in these Bylaws are defined as follows:

- a) "Association" means Indian Mountain Lake Civic Association, a Pennsylvania Not for Profit Corporation.
- b) The "Board of Directors" or "Board" is the group of persons elected to regulate the business and affairs of the Association pursuant to the authority granted by these Bylaws.
- c) "Common Areas" shall mean any and all property and easements and any interest therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of its members.
- d) "Development" means all of the real property known generally as Indian Mountain Lake located in the Townships of Tunkhannock, Chestnut Hill and Polk, the County of Monroe; and the Township of Penn Forest, County of Carbon, both in the Commonwealth of Pennsylvania.
- e) "Lot" means any property in the Development, the title of which is derived through Indian Mountain Lake Development Corp., as shown and plotted on the original plats of Indian Mountain Lake Development Corp. recorded in the Recorder of Deeds Offices for Carbon and Monroe Counties, Pennsylvania. Improved lots are premises with a single-family dwelling.
- f) "Lot Owners" means any person, firm, corporation, trust or entity who holds fee title to a lot or undivided interest in fee title to a lot.
- g) "Member" means those persons having membership privileges in

the Association in accordance with the provisions of these Bylaws.

- h) "Dues and Assessments" whether used in conjunction with or not in conjunction with shall mean any dues, assessments, penalties, fines, citations, late charges, interest, attorney's collection fees, costs of collection, legal costs of litigation, special assessments, fees and all other charges levied pursuant to the authority granted in these Bylaws.
- i) "Lessee or Tenant" means a person or persons entering into a written or oral lease of a private home of a member.
- j) "Guest" means any invitee of a member or a lessee.
- k) "Declaration of Protective Covenants" means the Declaration of Protective Covenants, conditions, reservations, and restrictions running with the land, contained in deeds to lot owners granted by the developer and/or otherwise binding upon the lots within the Development as a result of a general scheme of development.
- l) "Good Standing" as used herein shall be construed to mean "full payment or "current" in payment of dues and assessments as herein defined and compliance with these Bylaws including but not limited to the obligations set forth in ARTICLE IV, SECTION 5 Obligations of Membership.

This means that all members who are current on their payments of financial obligations to the Association, such as installment notes, have the same rights and privileges as members who are paid in full.

- m) "Single Family Dwelling" means a residential dwelling for one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than 3 persons not so related, constituting a single housekeeping unit.

### **ARTICLE III.**

#### PURPOSE

**SECTION 1.** Purpose. It is the intention of the lot owners of Indian Mountain Lake to associate in corporate form for the following primary purposes:

- a) To promote and assist in the establishment, care and maintenance of improvements to the common property and any

facilities of any kind dedicated to the use and enjoyment of the Community which now exists or which may hereafter be installed or constructed.

- b) To regulate the use, maintenance, repair, restoration, replacement and modification of common property in the Development.
- c) To generally promote the welfare of members. The Association may take such action as it deems desirable and necessary to carry out such purpose or to prevent or abate such conditions as may be consistent with the Bylaws, the Declaration of Protective Covenants, and the applicable law. However, nothing herein creates any liability on the part of the Association for any act or failure to act.
- d) To exercise any and all rights, privileges and authority that may be delegated to it from time to time by the members of the Association.
- e) In general, to do everything necessary and proper for the accomplishment of the purposes hereinabove set forth.

## **ARTICLE IV.**

### MEMBERSHIP

**SECTION 1.** Classes of Membership. There shall be one class of membership.

**SECTION 2.** Qualifications of Membership. Every person(s) who is the owner of a lot(s), as shown on the maps of Indian Mountain Lake Association for the Indian Mountain Lake Civic Association and/or as it appears as an attachment to the various Exchange Agreements(s), including, transfer of the same, whether by contract of sale, deed, devise, intestacy, or judicial decree shall be entitled to the privileges and or rights of membership in the Association. Such person(s) shall be subject to such responsibilities and obligations as herein set forth and to such notice, franchise and other benefits of members as hereinafter provided. Where any lot is owned by more than one individual each of such owners shall collectively constitute but one membership.

**SECTION 3.** Membership Status. Upon payment to the Association of the dues and assessments as established by the Board of Directors, or otherwise, upon all lot owners generally, including payment of any arrearage in dues and assessments attributable to the member's lot or lots, whether or not incurred by the present owner, payment to the Association of any capital contributions generally set to affect all



members upon admission, and submission to the Association of a copy of the document vesting title in the member, the Secretary of the Association shall designate the lot owner as a member in the records of the Association; and issue to the member such indicia of membership as specified by the Board of Directors. Such indicia of membership shall be non-assignable and shall be surrendered to the Association upon termination of membership for any reason.

**SECTION 4.** Rights of Membership. Members of the Association and their immediate families shall be given the privilege and/or rights, shall include but not limited to use the properties and facilities of the Association's Common Areas in common with other members subject to the members compliance with the obligations of membership as herein set forth, and the regulations adopted by the Board of Directors and to the payment of such dues and assessments as the Board of Directors may set. Privileges and/or rights to use Association facilities may also be extended by the Board of Directors to the guests and residential lessees of members subject to such regulations as the Board of Directors has set forth in the Bylaws.

**SECTION 5.** Obligations of Membership. The duties imposed upon property owners and members of the Association shall be as follows:

- a) Payment of Association dues and assessments including without limitation all fines and payment of such other charges as the Board of Directors may set; and
- b) Responsibility for all damages, dues and assessments, fines, citations, late charges, or any other charges attributable to the member, his or her family, his or her guest, lessee, tenant and invitee; and
- c) Compliance by the member, his or her family, his or her guest, lessee, tenant and invitee with the Bylaws, Rules and Regulations, and Property Management Code of the Association, as amended; and
- d) Conformance with the covenants, conditions and restrictions imposed upon any/or all owners/members by deed or contract with Indian Mountain Lake Development Corporation or otherwise binding upon the lots within the Association as a result of a general scheme of development.
- e) Dues and Assessments as herein defined in ARTICLE II, SUBSECTION h), are made on a per lot basis as ascertained from the lot(s) originally plotted by Indian Mountain Lake Civic Association, unless otherwise specified.
- f) Both the legal and equitable owner(s) of a lot(s) are jointly

and severally liable for the obligations and sums due and arising under this SECTION.

- g) Commercial vehicles shall be held responsible for any violations and subsequent fines incurred.

**SECTION 6. Discipline and Suspension of Members.**

- 1. A member may be suspended, or otherwise disciplined as provided herein:

- a) Upon the violation of a law of the Commonwealth of Pennsylvania taking place upon the property or Common Area of the Association; or

- b) Upon the violation of any Covenant, Bylaws, or Rules and Regulations.

- 2. Procedure

- a) The Arbitration Committee will be appointed by the Board of Directors and made up of not more than five (5) members from the membership, and shall be formed for the purpose of hearing arbitration cases and making findings and recommendations to the Board of Directors regarding the discipline of members. A quorum of the Arbitration Committee shall require the presence of three committee members.

- b) The Board may appoint by resolution at least one, but no more than four members to serve as alternate members of the Committee. When seated as provided below, an alternate shall be entitled to participate in all proceedings and discussions of the Committee including specifically the right to cast a vote as a voting member during the proceedings. Any alternate may participate in any proceeding or discussion of the Committee, but shall not be entitled to vote as a member of the Committee, unless designated as a voting alternate member pursuant to the following. If, by reason of absence or disqualification of a member, a quorum is not reached, the Chairman of the Committee shall designate as many alternate members of the Committee as may be needed to provide a quorum.

Any alternate member of the Committee shall continue to serve on the Committee in all proceedings involving the matter or case for which the alternate was initially appointed until the Committee has made a final determination of the matter or case. Designation of an alternate pursuant to this section may be made on a case-by case basis.

- c) If a member or the member's family, guest, tenants, or invitees

have violated the community's governing documents, the Association shall issue a citation to the violating member. The citation shall include the following information; 1) the sections violated; 2) the date and time of the violation; 3) the factual circumstances supporting the violation; 4) the proposed penalty and 5) an explanation of the member's appeal rights, procedures, and deadlines. Such citation notice shall be sent via regular mail. All appeals must be submitted not more than thirty-five (35) days from the date of mailing.

- d) If the member fails to appeal the citation by the appeal deadline, the proposed penalty shall become final and enforceable and the member shall waive all appeal rights.
- e) If the member files a timely written appeal, the Arbitration Committee shall then schedule a hearing on the citation not less than thirty (30) days from the date of the appeal.
- f) If the violating member does not attend the appeal hearing, the proposed penalty shall become final and enforceable and the member shall waive all appeal rights.
- g) The committee shall conduct a hearing, which shall present the relevant evidence supporting the citation. The member shall then present evidence and witnesses in his/her defense. The committee shall issue its findings and recommendations to the Board of Directors within five (5) days. The committee shall have the right to impose penalties against any violating member, which may include, but not limited to, fines and suspension of membership privileges. The committee shall notify the member in writing via certified and regular mail.
- h) The Board of Directors shall then review the findings and recommendation of the Arbitration Committee at its meeting and may by an affirmative vote of the majority of its members, affirm, modify, or reject all or any part of the findings and recommendations of the committee.
- i) An appeal for review of the decision of the Arbitration Committee may be taken to the Board of Directors by the filing of a petition, signed and sworn to by the member, delivered to the Secretary of the Association within ten (10) days after the member receives notice of the Arbitration Committee decision, which petition is to be acted upon by the Board of Directors. On the appeal, the Board may limit its inquiry to one or more of the following: new evidence produced or a review of the regularity of the proceedings, whether they were conducted in good faith, and whether or not the accused was accorded a full fair hearing. In its sole and absolute discretion, the Board

may, for good cause shown on such appeal, modify the judgment of sanctions previously rendered. No appeal will be heard unless the member has presented his/her case to the Arbitration Committee first, except nothing herein limits the Board's right to remand for good cause shown.

Nonpayment of dues and assessments after the same shall be delinquent, shall result in a member not being in good standing. Nonpayment of dues and assessments for a period of thirty (30) days after the same shall be delinquent pursuant to the Resolution of the Board of Directors shall affect the suspension of a member from the Association, which suspension shall terminate upon payment of all arrearage to the date of payment.

Suspension shall not relieve such member of any obligation arising before such suspension, including the continued obligation to pay Association dues and assessments.

**SECTION 7.** Termination of Membership. Membership shall automatically terminate upon termination of a member's ownership of property within the Association area. Each member shall promptly notify the Association of any change in his ownership of property within the Association.

**SECTION 8.** Maintenance of Lots. Each Lot, whether improved or unimproved, and all buildings and improvements shall at all times be maintained in good and clean condition; grass shall be mowed; rubbish and debris removed; and weeds controlled. The Board is hereby empowered to promulgate such rules and regulations to affect the administration of this section including but not limited to: (i) the cutting and removal of grass, weeds, vegetation, trees, scrubs and plants; (ii) prescribing fines, penalties, suspension of membership privileges, interest and costs relating to violations; and (iii) while not obliged, undertaking any remedial action.

The Board shall initiate any and all legal or equitable actions as it deems appropriate to enforce obligations hereunder including recovery and collection of fines, fees, charges, interest, administration costs, also all other expense of any nature or kind as well as attorneys' fees, court costs, sheriff's fees and all other sums, the payment of which shall be the joint and several responsibilities of the member(s) and such other persons deemed responsible.

## **ARTICLE V.**

### MEETINGS OF MEMBERS

**SECTION 1.** Annual Meetings. Annual meetings of the members for the

election of Directors and for other business, shall be held on the first Saturday in August of each year at a time so designated by the Board of Directors.

**SECTION 2.** Special Meetings. Special meetings of the Association may be called by the President and the Board of Directors by resolution of the Board. A Special Meeting may be called upon the written petition of seven-point five (7.5) percent of the members in good standing of the Association who would have the right to vote at such Special Meeting. Such petition shall set forth the purpose of the Special Meeting. Upon receipt of the petition, it shall be the duty of the Secretary to verify the signatures to the petition, and if satisfied as to the authenticity of the signatures the Secretary shall fix a weekend date for such meeting no sooner than thirty (30) days and not more than sixty (60) days after receipt of the request.

**SECTION 3.** Place of Meeting. The Annual Meeting of the members shall be held at the Association Hall at Indian Mountain Lake or at such other place as the Board of Directors shall provide in a notice. Special Meetings shall be held at the Association Clubhouse at the place designated in the Notice of Meeting.

**SECTION 4.** Notice of Meetings. Written notice of the date, time, place and general nature of the business to be transacted at all meetings of the members shall be delivered either electronically or by mail, to each member entitled to vote at such meeting at least thirty (30) days prior to the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mail, addressed to the member at his address as it appears on the records of the Association, with postage prepaid.

**SECTION 5.** Adjournments. Adjournments of any regular or special meeting may be taken, but any meeting at which directors are to be elected shall be adjourned only from day to day, or for such longer period not exceeding fifteen (15) days each, as the members present entitled to cast at least a majority of the votes which all members present and voting are entitled to cast shall direct, until such directors have been elected.

## **ARTICLE VI.**

### VOTING RIGHTS

**SECTION 1.** Voting Rights. Every member in good standing shall have the right to one (1) vote for each unimproved lot and two (2) votes for each lot improved by a dwelling. The Board of Directors shall decide whether a lot is improved or unimproved and its decision shall be final. In the event any such lot is owned jointly, the joint owners shall be entitled collectively to one (1) vote for each

unimproved lot and two (2) votes for each improved lot, which may be cast by any one of such holders, unless objection is made by another of such holders before the vote is cast, in which case one owner must be shown to be the designated voting member by a writing signed by the other co-owner(s).

**SECTION 2.** Members of Record. Persons designated as members in good standing on the membership book on the sixtieth (60) day prior to any meeting of the members shall be entitled to vote at any meeting or adjournment.

**SECTION 3.** Voting. Every member in good standing is entitled to vote either in person or by proxy, but all voting shall be by ballot, as provided herein. The Board of Directors shall promulgate rules and regulations governing the conditions and administration of the election or vote, and the graphic design of the ballot. All ballots and election records shall be preserved for a period of one (1) year.

**SECTION 4.** Quorum. The presence, in person or by proxy, of seven point five (7.5) percent of the members in good standing entitled to vote, shall constitute a quorum. If a meeting cannot be organized because a quorum has not attended, those present may, except as otherwise provided in this article, adjourn the meeting to such time and place as they may determine.

**SECTION 5.** Proxies. At any meeting of members, a member entitled to vote may do so by proxy executed in writing by the member or by his duly authorized attorney-in-fact and filed with the Secretary of the Association. Only official Association proxy forms may be used and counted.

Proxies are valid only for the purpose for which they have been solicited. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue force, which in no event shall exceed three (3) years from the date of its execution.

## **ARTICLE VII.**

### BOARD OF DIRECTORS

**SECTION 1.** Composition. There shall be a minimum of seven (7) directors and a maximum of nine (9) directors and each having the right to one (1) vote at every Director's meeting. The Board of Directors will represent all of the Association membership.

**SECTION 2.** Constituencies for Voting Purposes. For the purpose of achieving equitable representation of the membership on the Board of

Directors, said Board of Directors shall have the authority to provide for and change the number of Directors. Members shall be prohibited from running for a Board of Directors position after two premature resignations without written notice, whether medical in nature or unforeseen life altering event.

**SECTION 3.** Procedure. The method and procedure for implementing SECTION 2 above shall be determined by the Board of Directors by means of a resolution and vote of at least two-thirds (2/3) of the Directors then holding office; provided, however:

- a) That formal announcement of any change in the representation on the Board must be made at the next annual meeting of the membership; and
- b) Thereafter written notice by publication or otherwise of such change must be given to the membership affected any time prior to the calendar year in which a scheduled election is to be held under the new representation.

**SECTION 4.** Powers and Duties. The Board of Directors shall have powers and duties necessary for the governing of the affairs of the Association. In addition, thereto, the Board shall have the following powers and duties:

- a) To adopt a corporate seal as the seal of the Indian Mountain Lake Civic Association;
- b) To designate banking institutions as depositories for the Association's funds; and officers authorized to make withdrawals therefrom and to execute obligations on behalf of the Association;
- c) To borrow money for the Association or an expenditure, in the aggregate amount of \$100,000.00 with a maximum limit of \$500,000 for non-routine expenditures. Any amount over \$500,000.00 shall be brought before the general membership for a vote.
- d) Emergency repairs done for the health, safety and general welfare of the members are excluded. Emergency repairs shall be brought to the membership at the next scheduled Board meeting. Any amount in excess of the above amount shall be subject to approval by the membership by a vote of the majority of the members in good standing present in person or by proxy at any annual or special meeting.
- e) To assign, mortgage, pledge or encumber any Association property for such borrowing, subject, however, in certain instances, to

approval by the membership as provided in SUBSECTION c) above for amount specified therein;

- f) To adopt and approve an operating budget, to fix the annual dues and assess the same against all members in such fair and equitable proportions and amounts as shall from time to time be deemed necessary to the proper functioning of the Association, including use of Association property and facilities, and assure that the proposed budget shall be presented for review and comment by the members at an annual or special meeting of the Association, prior to approval of the budget, which shall be at the sole discretion of the Board.
- g) To levy and/or enforce the collection of all dues, assessments, fines, and other charges of whatever nature, together with any money due the Association by any lawful manner;
- h) To provide care, upkeep and monitoring of the Association and the common areas and facilities;
- i) To generally supervise and/or delegate to the Association Manager, in consultation with the executive officers, the power to hire and dismiss the personnel necessary for the effective administration of the purposes of the Association;
- j) To promulgate such rules and regulations necessary for the effective administration of these Bylaws;
- k) To adopt reasonable rules and regulations, as it may deem advisable for the use, operation, maintenance, conservation and beautification of the "Common Areas" and for the health, comfort, safety and general welfare of the members.

**SECTION 5.** Qualifications. A nominee for Director shall own property in Association and shall be a member in good standing for all lots of which the nominee is an owner of record on the date of nomination. Only members in good standing may vote for a person nominated for Director. Nomination or service on the Board of Directors shall be limited to one (1) record owner of a lot at any one time that shall be a member in good standing of the Association. An employee of the Association or employee of a contracted company shall not be eligible to run for the Board of Directors.

**SECTION 6.** Term of Office. Elections shall be held at the Annual Meeting of the members to fill expiring or vacant positions in the Board of Directors. The term shall be three (3) years and it shall commence upon the adjournment of the annual meeting of the members in which said Director is elected.



**SECTION 7.** Vacancies. Vacancies on the Board of Directors shall be filled by the vote of the majority of the remaining Directors, even though they may constitute less than a quorum, until the next annual meeting; if the vacancy occurs seventy-five (75) or fewer days prior to the next annual meeting, the Director shall serve until the following annual meeting. In no event, however shall a Director, elected by the Board of Directors, serve beyond the term fixed in ARTICLE VII, SECTION 6.

**SECTION 8.** Removal of Members of the Board of Directors. The Board of Directors may declare vacant the office of a director if facts arise concerning said Director which would render him initially ineligible for membership in the Association or on the Board; or in case of fraudulent or dishonest acts or exhibits a gross abuse of authority or discretion with reference to the Association or any other basis under Pennsylvania Law which would cause said Director as a member to be suspended as provided in the Bylaws. The Board may establish by motion, internal procedures for investigation and submittal of any findings on removal, including but not limited to an investigative committee, the composition and role of which shall rest with the Board. Said action may be taken at any regular Director's meeting, notice of which has been given to all Directors not less than twenty (20) days prior thereto, setting forth that the removal of a director is to be considered, and setting forth the specific basis for the removal of the Director. The Board of Directors may declare vacant the office of a Director at any regular Director's meeting, notice of which has been given to all Directors not less than twenty (20) days prior thereto, setting forth that the removal of a Director is to be considered, based upon the Director's failure to attend in person two (2) consecutive meetings or a total of three (3) meetings of the Board of Directors in any twelve (12) month period; provided, that in the case of special meetings that any absence from the second or succeeding meeting in any thirty (30) day period shall not be considered a failure to attend a consecutive meeting, nor shall any absence from a special meeting held on a day other than a Saturday, Sunday or holiday, be considered a failure to attend a consecutive meeting for purposes of removal from the Board.

At any regular or special meeting of the membership of the Association duly called, any one or more of the members of the Board of Directors may be removed by a vote of at least two-thirds of the members in good standing to vote. A Director whose removal is being proposed by the membership shall be given at least twenty (20) days' notice of said proposed removal, and shall be given an opportunity to be heard at the meeting before the vote of his removal.

**SECTION 9.** Election of Directors.

a) Election of Directors shall be by written ballot as hereinafter

provided.

- b)** The Nominating Committee for the selection of candidates to the Board of Directors for the next annual election shall be appointed no later than April first of each year. The Nominating Committee shall consist of five (5) members: four (4) members in good standing appointed by the President and one member appointed from the Board of Directors by the President.
- c)** Candidates for election to the Board of Directors shall be nominated:
  - i.** By petition signed by ten (10) voting members in good standing and delivered to the Secretary of the Association no later than ten (10) weeks prior to the Annual Meeting or,
  - ii.** The Nominating Committee shall nominate for election at least one (1) candidate to fill each of the prospective vacancies on the Board of Directors where no prior petition has been received, no later than nine (9) weeks prior to the Annual Meeting, including the names of candidate(s) proposed by petition.
  - iii.** In the event there are no nominations as provided above in sub-paragraph i and ii, the Board of Directors shall make nominations no later than eight (8) weeks or the June Board of Directors meeting prior to the Annual Meeting.
  - iv.** Candidate(s) nominated by the Nominating Committee or the Board are not required to obtain a signed petition.
  - v.** Incumbents filing for re-election are bound by SUBSECTION (c) (i) above to obtain a signed petition by ten (10) voting members in good standing.
- d)** A brief biographical statement showing the qualifications of each candidate shall be submitted to the Association Secretary by the following deadlines:
  - i.** Those nominated by petition: 10 weeks before annual meeting
  - ii.** Those nominated by the Nominating Committee: 9 weeks before the annual meeting

- iii. Those nominated by the Board: 8 weeks before the annual meeting.

All biographical statements received will be printed and distributed at the same time of the distribution of ballots.

- e) The Association Manager shall certify that all signatures on the petition are members in good standing. Should any candidate's petition be found to have an insufficient number of valid signatures then that candidate shall not be placed on ballot.
- f) All elections to the Board shall be made on written or electronic ballot which shall:
  - i. Describe the vacancy to be filled; and
  - ii. Set forth the names of those persons who have become candidates for the office of Director in the order in which they filed their statements of candidacy with the Association Manager.

Such ballots shall be prepared with all names on the ballot to be to be placed in random order chosen by the Nominating Committee using a third-party randomized method and mailed by the Association Manager to each member in good standing to vote simultaneously with the mailing of the notice of the Annual Meeting of the Association.

- g) Each member entitled to vote shall receive one (1) ballot for each unimproved lot which counts as one (1) vote and (1) ballot for each improved lot for which counts as two (2) votes for which he is a voting member.
- h) The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot". Each such "Ballot" envelope shall contain only one (1) ballot, and each voting member shall be advised that because of the verification procedures hereinafter set forth, the inclusion of more than one (1) ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope shall be placed in another sealed envelope which shall bear on its face the name and signature of the member, his lot number and street address, and such information as the Board may determine will serve to establish his right to cast the vote or votes presented in the ballot contained therein. The Ballots shall be returned to the Association Manager at such address as the Board may from time to time determine, and shall be postmarked or otherwise returned no later than ten (10) days prior to the Annual

Meeting.

- i) Upon receipt of each return, the Association Manager shall immediately place it in a safe or locked place until the day fixed by the Board for the counting of such ballots. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to the Judges of Elections. A candidate or a representative of each candidate for the office of Director may also be present. The Judges of Election shall then adopt a procedure which shall establish that such member is a member in good standing.

Such procedure shall be done in such a manner that the vote of any member shall not be disclosed to anyone, including the Judges of Election.

The outside envelopes shall there upon be placed in a safe or other locked place and the Judges of Election shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one (1) ballot, all ballots contained in such envelope shall be disqualified. The Judges of Election shall certify the results of the count at the Annual Meeting, and the terms of office of the Directors so elected shall commence immediately following such Annual Meeting.

- j) All outside envelopes and ballots shall be retained by the Secretary for a period of one (1) year.
- k) The results of all ballot counts shall be published in the Association's Newsletter and announced at the annual meeting.

**SECTION 10.** Judges of Election. The Board of Directors shall designate five (5) persons from the membership to serve as judges of election to conduct the elections at the Annual Meeting, in accordance with the rules and regulations established by these Bylaws. The Judges of Election shall declare the individual obtaining the highest number of votes to be the Director.

Any questions as to the validity or legitimacy of a vote cast for the election of members of the Board of Directors shall be determined by the Judges of Election.

**SECTION 11.** Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of the election. The intent is to allow newly elected members to participate in a Board Meeting and to elect a President and such corporate officers as provided in the Bylaws.

**SECTION 12.** Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as the Board shall designate by resolution at the first board meeting and shall be held at least quarterly, and written notice of such meetings need not be given unless otherwise provided by the resolution. The regular meetings of the Board of Directors shall be held at the Association Clubhouse.

**SECTION 13.** Special Meetings. Special Meetings of the Board of Directors may be called at any time:

- a) By the President upon the request of four (4) Directors; or
- b) By the President

Notice of the time, place and purpose of special meetings shall be given to each Director at least two (2) days before such meeting. No other actions may be taken at a special meeting other than the items listed in the meeting notice.

**SECTION 14.** Quorum. At all meetings of the Board of Directors, a majority of all the Directors then in office shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

**SECTION 15.** Open Meetings. All meetings of the Board shall be open to all members except as otherwise provided in these Bylaws, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. The Board is authorized to participate in a conference which need not be open to the public which is organized and conducted for the purpose of providing information to Board Members on matters related to Association business. Further, Committees of the Board and/or Association need not be open to the public except as required by the Board, however, in all instances the Executive Committee of the Board need not be open to the public except as provided by said Committee. An Open Forum for all members present will start at the end of a Board meeting limiting the discussion to five (5) minutes.

**SECTION 16.** Executive Session. The Board may hold or adjourn to an executive session to:

- a) To discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific officer or employee or current officer or employee employed or appointed by the Association or former officer or employee.

- b) To hold information, strategy and negotiation sessions related to the negotiation or arbitration of a collective bargaining agreement or, in the absence of a collective bargaining unit, relating to labor relations and arbitration.
- c) To consider the purchase or lease of real property.
- d) To consult with its attorney or other professional advisor regarding information or strategy in connection with any and all matters including litigation or with issues on which identifiable complaints are expected to be filed.
- e) To review and discuss Association business which, if conducted in public would violate a lawful privilege or lead to the disclosure of information or confidentiality protected by law, including matters related to the initiation and conduct of investigations of possible or certain violations of the law and quasi-judicial deliberations.
- f) Procedure. The executive session may be held during an open meeting, at the conclusion of an open meeting, or may be announced for a future time. The reason for holding the executive session must be announced at the open meeting occurring immediately prior or subsequent to the executive session.

**SECTION 17. INTERESTED DIRECTORS, OFFICERS, OR MEMBERS.**

**a) General Rules.**

- i. Directors. No director in his/her capacity as a director or officer of the Association shall vote on a contract or transaction between the Association and any other corporation, partnership, association, or other organization in which he/she has a financial interest.
- ii. Members. No contract or transaction between the Association and one or more of its members (who are not serving as a director of the Association, herein referred to as "non-director") or between the Association and any other corporation, partnership, association, or other organization in which one or more of its non-director members are directors or officers, or have a financial interest, shall be void or voidable solely for such reason or solely because the member is present at or participates in the meeting of the Board of Directors which authorizes the contract or transaction, if:

- (1) The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board in good faith authorizes the contract or transaction;
- (2) The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the members entitled to vote thereon, if any, and the contract or transaction is specifically approved in good faith by vote of such members; or
- (3) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors or the members.

b) Quorum. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes a contract or transaction specified in SUBSECTION(a) of this SECTION.

**SECTION 18.** Fidelity Bonds. The Board of Directors may at its sole discretion require that all officers and employees of the Association who handle or are responsible for Association funds to furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

**SECTION 19.** Directors' Fiduciary Relationship to Association. Directors shall be deemed to stand in a fiduciary relation to the Association, and shall discharge the duties of their respective positions in good faith and with the diligence, care and skill which ordinary prudent persons would exercise under similar circumstances.

**SECTION 20.** Participation in Meeting by Conference Telephone. One or more directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Said participation shall not be deemed to be in person attendance for ARTICLE VII, SECTION 8.

## **ARTICLE VIII.**

### OFFICERS

**SECTION 1.** Election. At the first meeting of the Board of Directors after the Annual Meeting of the members, the Board shall elect a President, Vice President, Treasurer, and Secretary and such other officers as it deems advisable. The President may only hold the position of President and no other Executive position. Any officer may be removed from such office, but not from Directorship except in

accordance with Article VII, SECTION 8, by the majority of the Board of Directors then in office at any regular or special meeting of the Board of Directors, whenever in its judgment the best interests of the Association will be served thereby. Officers of the Association shall be members in good standing who are members of the Board of Directors.

**SECTION 2.** President. The President shall be the chief executive officer of the Association and shall be responsible to manage the affairs of the Association and to execute resolutions of the Board. Except as the Board may otherwise provide by resolution, the president shall have general supervision over the affairs of the Association. The president shall sign all legal documents and instruments issued by the Association. The president shall preside at all meetings of the Board and of the members. The president shall be an ex-officio member of all committees. The president shall perform generally the duties incident to the office of President in a not-for-profit corporation.

**SECTION 3.** Vice-President. The procedure by which the powers and duties of the President shall devolve to the Vice-President and other persons in succession, shall be as follows:

- a) In the case of the removal of the President from office or of his/her death, resignation, conviction of criminal activity or inability to discharge the powers and duties of the said office, the same shall devolve on the Vice-President. In the case of removal resignation or inability of both the President and Vice-President, the Secretary shall then act as President. In the case of removal, death, resignation or inability of the President, Vice-President, and Secretary, the Treasurer shall execute these powers, and the Board may, by resolution, provide for the case where all of the above officers are unable to serve as a result of death, resignation or inability, declaring which Board member shall then act as President, and such persons shall act accordingly, until the disability be removed, or a President be elected.
- b) With regard to meetings of the Board or Executive Committee, if the President for any reason vacates the chair, or is absent from the meeting of the Board then the Vice-President shall take the chair to preside at the meeting in his stead.
- c) The phrase "Inability to discharge the powers and duties of the office" shall be construed to mean that the President or any other designated Officer in succession, shall by virtue of illness, permanent injury or loss of mental facilities be unable to execute or exercise the powers or duties of President in the management of the affairs of the Association. The Board



of Directors shall make all determinations with regard to this Paragraph.

- d) The President may from time to time determine or assign such other duties to the Vice-President as are not in conflict with these Bylaws.

**SECTION 4.** Secretary. The Secretary shall oversee the preparation and keeping of membership records containing the names of members in alphabetical order or lot number or as otherwise prescribed by the Board, and suspensions, and other terminations of membership with the dates thereof. Such membership records shall also contain the number of votes to which each member is entitled. In addition, the secretary shall assure the maintenance of an Official Association Map showing the property comprising the area of Indian Mountain Lake Civic Association. The Secretary shall assure that all meetings of the Board of Directors and all meetings of members are documented; and shall record all votes and minutes for all proceedings in a book to be kept for that purpose. The Secretary shall send all notices required in the Bylaws, and shall be the custodian of the Corporate Seal and records, and shall perform such other duties as may be directed by the Board of Directors.

**SECTION 5.** Treasurer. The Treasurer shall have responsibility for all funds of the Association, which shall be deposited in a bank designated by the Board. He/she shall disburse such funds only in accordance with such procedures as shall be adopted by the Board with at least one officer of the corporation signing all checks. He/she shall furnish such bond as the Board may require. He/she shall perform generally the duties incident to the Office of Treasurer.

**SECTION 6.** Officers' Fiduciary Relation to Association. Officers shall be deemed to stand in a fiduciary relation to the Association, and shall discharge the duties of their respective position in good faith and with that diligence, care and skill which ordinary prudent people would exercise under similar circumstances.

## **ARTICLE IX.**

### COMMITTEES

**SECTION 1.** Executive Committee.

The Executive Committee shall be a standing committee of the Board and consist of the four (4) elected officers of the Board of Directors, and shall have such powers and responsibilities as may be provided by resolution of the Board.

**SECTION 2.** Committees and Committee Chairpersons.

The Board of Directors may, by resolution adopted by a majority of

the Directors in office, establish one or more committees from the membership and/or the Board, regarding Association affairs. The President shall appoint committee chairpersons and may remove them at his/her discretion. A committee chairperson shall perform the duties as assigned by the President; but shall be governed by the adopted budget, as amended from time to time by the Board, the Bylaws of the Association, and any Board resolutions. The committees shall be comprised of members and/or properly registered Long-Term Renters. Long-Term Renters shall be afforded the privilege to serve on a committee(s) but shall not be eligible for appointment as a committee chair/cochair seat.

**SECTION 3.** Arbitration Committee. Each member of the Arbitration Committee and the chairperson shall be appointed and/or removed by majority vote of the Board of Directors.

**SECTION 4.** Qualifications. Committee chairpersons and committee members shall be members in good standing for all lots of which the member is an owner of record.

## **ARTICLE X.**

### DUES AND ASSESSMENTS

**SECTION 1.** Power to Levy Dues and Assessments. The Association shall adopt and promulgate membership dues and assessments, as herein defined **including but not limited to fines and other charges against the lots and** owners/members thereof, which shall be used for all general purposes including but not limited to defraying the costs of operating maintaining, repairing, constructing and replacing the amenities and common areas together with capital requirements, and other capital or operating costs and expenses incurred by the Association to further its corporate purposes, including but not limited to, salaries of employees and customary service contracts, and in achieving and furthering its purpose.

The Board of Directors shall set dues and assessments as herein defined, including but not limited to, annual dues and assessments but shall exclude special assessments. Special assessments shall be construed to mean extraordinary expenditure above and beyond the annual operating and capital requirements as deemed appropriate by the Board. Said Special Assessments shall be levied by the Association by a majority vote of the members in good standing present in person or by proxy at any annual or special meeting.

**SECTION 2.** Enforcement of Payment. The dues and assessments and all other charges levied by the Association as provided herein shall be paid to it, on or before the date fixed by resolution of the Board. Written notice of the dues or assessments and the date of payment

shall be sent to the owner of each lot at the address last given by such owner to the Association. The Association through its Board may bring such action as it shall determine appropriate at law or in equity, by way of foreclosure of such lien or otherwise, to collect the amount of said charge, including but not limited to penalties, fees, charges or interest at a rate fixed by resolution of the Board, costs of collection, including court and Sheriff's costs, administrative costs, and reasonable attorney's fees to be billed at current acceptable and reasonable rates, accepted by resolution of the Board. In all such cases, however, reasonable notice shall be given to members who are delinquent in the payment of their dues and assessments, and there shall be given to any such member an opportunity for reinstatement of membership privileges upon satisfactory proof that such delinquency has been paid.

**SECTION 3. Voluntary and Involuntary Conveyances.**

- a) All voluntary transfers, sales or conveyance of property between parties shall be recorded with the Association office, together with a copy of the Agreement of Sale (prior to conveyance), and the Deed of conveyance thereafter and same are subject to the prior payment of all delinquent dues and assessments and other charges up to the date of transfer.
- b) The grantor and grantee of such property in a voluntary conveyance and the previous owner and the grantee in an involuntary conveyance, including Tax Sales or Judicial Sales, shall be jointly and severally liable for all unpaid dues and assessments and other charges pertaining to said property up to the date of conveyance, and the grantee shall be solely liable for all dues and assessments and other charges after the date of conveyance. Date of conveyance as used in the previous sentence shall be the date of sale.

**ARTICLE XI.**

INDEMNIFICATION

**SECTION 1. Personal Liability of Directors.** A Director of the Association shall not be personally liable, as such, for monetary damages for any action taken, unless (i) the Director has breached or failed to perform the duties of his or her office under Title 15 PA. Consolidated Statutes 712, and CS 68 PA Section 5303 as amended from time to time, (relating to Standard of Care and Justifiable Reliance) and (ii) the breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness. The provisions of this SECTION shall not apply to the responsibility or liability of a Director, pursuant to any criminal statute, or liability of a Director for the payment of taxes pursuant to local, state, or federal law.

Any repeal or modification of this SECTION shall be prospective only, and shall not affect, to the detriment of any Director, any limitation on the personal liability of a Director of the Association, existing at the time of such repeal or modification.

**SECTION 2.** Indemnification of Directors and Officers. The Association shall indemnify any Director or Officer of the Association who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or other proceeding, if such person is (i) a Director or officer of the Association, or (ii) was serving in the capacity of Director or officer at the request of the Association. Such indemnification shall be against all expenses (including attorney's fees), monetary penalties and damages (including settlements arising from such action), unless (a) the behavior which gave rise to such action is deemed by the Board to constitute self-dealing, willful misconduct, or recklessness, or (b) applicable laws expressly prohibit such indemnification.

**SECTION 3.** Payment of Indemnification. A Director or Officer entitled to indemnification under these SECTIONS of the Bylaws, shall submit to the Secretary of the Corporation a written request for such indemnification receiving notice of legal action being brought against him. A Director or Officer whom the Board deems to be entitled to indemnification under these SECTIONS, shall be indemnified upon the Board's receipt of his or her written request.

**SECTION 4.** Proceedings Initiated by Indemnified Individuals. Unless specifically authorized by the Resolution of the Board of Directors of the Association and directed to do so, a Director who initiates legal action shall not be indemnified by the Association.

**SECTION 5.** Indemnification Not Exclusive. The foregoing indemnification shall not be deemed exclusive of any other right to which one indemnified may be entitled, both as to action in one's official capacity and as to action in another capacity while holding such office, and shall inure to the benefit of the heirs, executors and administrators of any such person.

## **ARTICLE XII.**

### FINANCIAL MANAGEMENT

**SECTION 1.** Accounting Period. The fiscal year of the Association shall commence on January 1<sup>st</sup>, and end on December 31<sup>st</sup> of each year. The fiscal year, shall be subject to change by a majority vote of the Board of Directors.

**SECTION 2.** Books and Accounts. Books and accounts of the Association

shall be kept under the direction of the Officers, subject to the member's right of inspection pursuant to Article XIII herein.

## **ARTICLE XIII.**

### ASSOCIATION RECORDS, INSPECTION

**SECTION 1.** Required Records. The records provided for in this subsection shall be kept at either the registered office of the Association in this Commonwealth or at its principal place of business wherever situated.

- a) Original or duplicate records of written minutes of the meetings of the members and the Directors and of any other body exercising powers or performing duties under these Bylaws.
- b) The original or duplicate of its Bylaws, including all amendments thereto to date, certified by the Secretary of the Association; and
- c) An original or a duplicate membership register in any form prescribed by the Board, giving the names and addresses of members and other details. The Association shall also keep appropriate, complete and accurate books or records of account. The records provided for in this subsection shall be kept at either the registered office of the Association in this Commonwealth or at its principal place of business wherever situated.

**SECTION 2.** Right of Inspection. Every member shall upon written demand under oath stating the proper purpose thereof, have a right to examine the required records of the Association, in person or by agent or attorney, during the usual hours for business, for any proper purpose as prescribed by the Pennsylvania Statutes. Within five (5) days or receipt of a valid request, the Association shall notify the requesting member of their rights to review said documents as well as assign a time for the member to visit the office. If copies are required, the Association may impose a per-page fee for copying and withhold the documents until payment is received.

**SECTION 3.** Proceedings for the Enforcement of Inspection. Any member aggrieved by the procedure identified in SECTION 2 shall have the right to pursue any legal remedies available.

## **ARTICLE XIV.**

### SAVING CLAUSE

**SECTION 1.** Saving Clause. In the event that any part thereof of these

Bylaws shall be found by a court to be invalid or unconstitutional, all other remaining sections shall remain in full force and effect.

**SECTION 2.** Previous Bylaws. These Bylaws shall replace any and all previous existing Bylaws of the Indian Mountain Lake Civic Association, and shall not impair or affect any act done, offense committed, or substantial right accruing, accrued, or acquired, or liability, duty, obligation, penalty, judgment or punishment incurred prior to the time these Bylaws or any subsequent Bylaws or amendments thereto takes effect, but the same may be enjoyed, asserted, enforced, or prosecuted as fully and to the same extent as if these Bylaws or any amendments thereto had not been executed.

## **ARTICLE XV.**

### NUMBER AND GENDER

**SECTION 1.** Number and gender as used in these Bylaws shall extend to and include both singular and plural, and both genders as the context and construction requires.

## **ARTICLE XVI.**

### MISCELLANEOUS

**SECTION 1.** A member may not be privileged to resign or transfer his membership, so long as he continues to own or control property in the community development.

**SECTION 2.** All current rules and regulations of the Association shall be published and made available to the members or mailed to the members of the Association upon request.

**SECTION 3.** No subdivision, resub division or consolidation of a lot or lots shall remove the obligation and the responsibility for the payment of any "Dues and Assessments" levied pursuant to the Bylaws on a per lot basis. Nothing in this paragraph shall be construed to allow by implication or otherwise, the subdivision, re-subdivision or consolidation of any lot or lots.

## **ARTICLE XVII.**

### AMENDMENT

**SECTION 1.** These Bylaws may be amended at any regular or special meeting of the members by a two-thirds majority of the members in attendance and voting in person or by proxy with a quorum present. All proposed amendments must be approved for mailing by the Board of

Directors upon petition by not less than 7.5 % of the members in good standing. Notice of any meeting of members at which an amendment of these Bylaws is to be considered shall set forth the proposed amendment or a summary thereof and shall be mailed not less than forty (45) days prior to the meeting at which the vote will take place.

## **ARTICLE XVIII.**

### PARLIAMENTARY AUTHORITY

**SECTION 1.** The rules contained in the latest edition of Roberts Rule of Order shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Board may adopt.

Revised 08/06/2022