



Indian Trails Club Association, Inc. Community By-Laws

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INDIAN TRAILS CLUB ASSOCIATION, INC.
By-Laws
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ARTICLE I: NAME and ADDRESS

SECTION 1.1 – The name of the organization shall be “Indian Trails Club Association, Inc.”

SECTION 1.2 – The registered address of the organization is **174 Indian Trails Road, Milford, PA. 18337.**

ARTICLE II: DEFINITIONS

The following terms, as used in these By-Laws, are defined as follows:

- A. “AGREEMENT”** shall mean a certain 1979 agreement by and among Camp Indian Trails, Inc., Indian Trail Club Association and Solomon Gorewitz, Lawrence Miner, Joseph Goldstein, and Benjamin Benoff.
- B. “ASSOCIATION”** shall mean and refer to the Indian Trails Club Association, Inc., a Pennsylvania not-for-profit corporation and its successors and assigns.
- C. “BOARD OF DIRECTORS”** or **“BOARD”** shall mean the group of persons elected to manage the business and affairs of the Association pursuant to the authority granted in these By-Laws.
- D. “DEVELOPMENT”** shall mean all the real property known generally as “INDIAN TRAILS” located in the Township of Dingman, the County of Pike, and the Commonwealth of Pennsylvania, as shown on the Plat Books in the office for the recording of Deeds in and for Pike County, Pennsylvania.
- E. “DUES” and “ASSESSMENTS”** shall mean any dues, assessments, late charges, interest, attorney’s collection fees, costs of collection and all other charges levied pursuant to the authority granted in these By-Laws.
- F. “GUEST”** shall mean a licensee or invitee of an owner or member.
- G. “LOT”** shall mean any lot or plot of land located within the development with such boundaries as shown upon the recorded subdivision maps of the development, with the exception of common areas.
- H. “MEMBER”** shall mean and refer to those persons or entities hereinafter described in Article IV.
- I. “MEMBER IN GOOD STANDING”** shall mean and refer to a member who has paid in full all financial obligations to the Association and complied with the obligations specified in these By-Laws and any rules and regulations.
- J. “SINGLE FAMILY”** shall mean a single person occupying a dwelling unit and maintaining a household; or, two (2) or more persons related by blood or marriage, occupying a dwelling unit together and maintaining a common household; or five (5) unrelated persons occupying a dwelling unit together maintaining a single common household.

ARTICLE III – PURPOSE

SECTION 3.1 – The purpose of the corporation is to engage in and do any lawful act concerning any or all lawful business for which corporations may be incorporated under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania; to hold, operate, manage, own, maintain, repair, replace, develop, construct, and improve such real and personal property, including common property, facilities and amenities as shall come into its possession and to provide for the proper and orderly administration, management, and supervision of the property and affairs of the corporation. In addition, the corporation shall have the right to regulate, inspect, and administer as permitted by the By-Laws.

ARTICLE IV - MEMBERSHIP

SECTION 4.1 – Class of membership: There shall be one class of members of the Association.

SECTION 4.2 - Membership Status: Members shall be any natural person, trust or legal entity who has acquired by Deed, a fee simple title to one or more of the lots in the Development, provided however, that no lots may be occupied or used by more than one single family as defined herein. Membership may be granted to a majority vote of the members at any regular meeting to an individual who does not own property within the Indian Trails community boundary lines but has right of access to his/her property using the Indian Trails roads. Those members will be subject to all the requirements set forth in these bylaws.

SECTION 4.3 – Membership Rights: Members in good standing, their families and guests, shall be entitled to use the common areas and facilities of the Development subject to the rules and regulations of the Association and such members shall have the privilege to petition and vote with respect to all matters that may be referred to the vote of the members by law or these By-Laws.

SECTION 4.4 – Obligations of Members: The duties imposed upon members of the Association shall be as follows:

- a. To pay all dues, assessments, fines, citations, late charges, interest, attorney's collection fees, costs of collection, and all other charges levied pursuant to the authority granted in these By-Laws.
- b. To be responsible for all damages, fines, and citations attributable to the member, his family and guests.
- c. To comply at all times with the rules, regulations, policies, and By-Laws of the association and to be responsible for like compliance by family members and guests.
- d. To comply with the covenants, conditions, and restrictions which are contained in the deeds to lots in the Development.
- e. To reimburse the Indian Trails Club Association for legal fees incurred in litigation in which the member is a party providing that Indian Trails is the prevailing party when litigation is brought against the ITCA by its members or when the ITCA brings suit to a member(s).
- f. An Administrative Fee of \$250.00 will be added to all legal actions brought by the Association to a member of the community for non-payment of dues, garbage fees, assessments, late fees, fines or any other court action initiated wherein the Association is the prevailing party.

SECTION 4.5 – Discipline and Suspension of Membership:

- a. Upon the breach of any By-Law provision, a member may be suspended or otherwise disciplined by the Board of Directors as provided herein. Notice of possible disciplinary action setting forth the charges against such member shall be transmitted to the member in writing, not less than fourteen (14) days prior to the date fixed for hearing on the charge. At such hearing, such member shall be entitled to be heard before any action is taken by the board of Directors.
- b. Violations or breaches of the Association's rules, regulations, or By-Laws may cause the member, the member's family and/or guests to be subject to the withdrawal of the right to use Association facilities, vote or exercise any other right or privilege available under these By-Laws until the member becomes a member in good standing.
- c. Nonpayment of dues and assessments thirty (30) days after the same shall be delinquent and result in a member not being in good standing. A member's right to use the Association's common areas or facilities and membership privileges may be suspended for nonpayment of dues and assessments, if such member does not pay all delinquent amounts within sixty (60) days upon receipt of a notice of intent to suspend membership privileges from the Board of Directors for nonpayment of dues and assessments. The suspension of a member for nonpayment of dues and assessments shall terminate upon payment of all arrearages to the date of payment. Any suspension of a member's rights shall also suspend any rights of the family and guests of that member.
- d. Suspension shall not relieve such member of any obligation arising before or after such suspension, including the continued obligation to pay Association dues and assessments.

SECTION 4.6 – Termination of Membership: Membership shall automatically terminate upon death or termination of a member's ownership of property within the Development. Each member shall promptly notify the Association of any change in his ownership of property within the Development. Transfer of a lot or lots shall not absolve the former owner of any unresolved debts to the Association. The grantor and grantee of such property shall be jointly liable for all unpaid dues and assessments pertaining to said property.

ARTICLE V – MEETINGS

SECTION 5.1 – There shall be one (1) Annual meeting and one (1) General meeting held during a calendar year. The Annual meeting shall be held in the spring. The General meeting shall be held in the fall. The budget will be presented as part of the spring meeting prior to the new fiscal year. Notices of meetings shall be prepared and mailed First Class or by electronic methods (at the preference of the member) in sufficient time to allow receipt by the membership no later than four (4) weeks prior to the meeting date.

SECTION 5.2 – All meetings, including the Board of Directors' meeting, shall be held in the Indian Trails Meeting House. If the Meeting House is not available or cannot be used due to circumstances, the meeting will be held at another location designated by the Board.

SECTION 5.3 – Special Membership Meetings: Special meetings may be called at any time by a majority of the Board of Directors or by written request of not less than twenty (20%) percent of the membership in good standing. Written request must be addressed to the Secretary stating the purpose of the meeting and asking the Secretary to fix a time for the meeting on a weekend date no more than forty (40) days after the receipt of the request. Notice of all special membership meetings, stating the purpose thereof, shall be sent to the members at least fourteen (14) days in advance by first class mail, addressed to the members at their last known addresses or by electronic methods (at the preference of the member). In the instance of a special membership meeting called by the Board, the Board may cancel or postpone said special membership meeting provided that notice is sent to the membership by first class mail or by electronic methods (at the preference of the member) at least five (5) days in advance of the originally scheduled date. Special membership meetings called by the members in accordance with the above shall not be cancelled or postponed.

SECTION 5.4 – A quorum for a meeting or special meeting shall consist of thirty percent (30%) of the membership who are eligible to vote either in person or through an individual who has a duly executed proxy or power of attorney, except where a greater number is required by the Agreement or these By-Laws.

SECTION 5.5 – The Board of Directors shall set the calendar of regular Board meetings for the coming year. Special meetings of the Directors shall be called by the Secretary on the written request of the Chairperson or three (3) Directors. The request and the call for a special meeting shall specify the purpose of the meeting and no other business may be transacted.

SECTION 5.6 – The order of business at all membership meetings shall be:

- a. Certifying authorized member representatives and a quorum roll call
- b. Reading and disposal of the prior meeting minutes
- c. Treasurer's report
- d. Executive Officer's report (if applicable)
- e. Committee Reports
- f. Reading of general correspondence
- g. Old business
- h. New business
- i. Election of Directors at Fall Meeting
- j. Adjournment

SECTION 5.7 – Debate on any subject by any member or Association official, elected or appointed, shall directly address the issue at hand and the time shall be limited to not more than three (3) minutes per person. An issue may be addressed more than once by a member provided that comments relate to a different aspect of the issue under discussion.

SECTION 5.8 – Minutes of all meetings, hearings, proceedings, Treasurer’s Report, other Officer’s Reports, and committee reports shall be recorded and presented at the membership meeting/s and included as attachments to the minutes of the membership meeting/s.

SECTION 5.9 - The minutes of each membership meeting shall be sent to all members not later than four (4) weeks after the time that the meeting was held.

ARTICLE VI – VOTING MEMBERS

SECTION 6.1 - Each member in good standing owning one or more lot/s shall be entitled to one (1) vote. If more than one person jointly or as tenants in common owns one or more lot/s, then one person shall be designated as the voting member. Designated voting members shall register with the Secretary or other person designated by the Board prior to the appointed time of the meeting. Only those individuals who have been confirmed as members in good standing and who are eligible to vote may cast a vote.

SECTION 6.2 - Votes may be cast in person or by proxy/power of attorney.

SECTION 6.3 - A member in good standing, in his absence, may designate an individual to vote in his stead at the meeting provided that the said individual has a duly executed proxy/power of attorney and is formally recognized as a representative by the Association prior to the appointed time of the meeting.

SECTION 6.4 – Only members in good standing may address the floor during a meeting of the general membership.

ARTICLE VII - OFFICERS AND BOARD OF DIRECTORS

SECTION 7.1 - The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer and they shall be appointed by the Board and shall be Board members. No person shall be appointed to more than one (1) office at a time. The term of office will be two years.

SECTION 7.2 - The President shall officiate at all meetings. S/he shall have all the powers and duties which are vested in the office of president of an association as governed by all of the Roberts Rules of Order unless otherwise excepted by these By-Laws.

SECTION 7.3 - The Vice President shall assume the duties of the President on the absence or disability of the President. S/he shall also assist the President or Board as needed in conducting the affairs of the Association.

SECTION 7.4 - The Secretary’s duties shall be governed by the definition of such duties set forth in Roberts Rules under “Recording Secretary and Correspondence Secretary”.

SECTION 7.5 - The Treasurer shall have custody of all finances of the Association, and shall keep the books of the Association in accordance with good accounting practices. S/he shall deposit the funds of the Association in a federally insured checking account, Money Market or Certificate of Deposit. The Treasurer shall also keep a complete and accurate list of all members eligible to vote at meetings of the Association.

SECTION 7.6 – Board of Directors

- a. There shall be a Board of Directors consisting of seven (7) members in good standing. The Board shall be vested with the duty and obligation of determining all matters of policy and decisions of the Association and such other duties as set forth in these By-Laws.
- b. Subject to the restrictions of these By-Laws, the Board shall have these duties:
 - 1. Set policy by which the business and affairs of the Association shall be managed in trust for the members.
 - 2. Promulgate rules and regulations for the general welfare, health, and safety of the members. The membership has the right to change any rule or regulation by a majority vote at a special membership meeting called for said purpose.
 - 3. Levy dues, fees, charges, assessments and other financial obligations of membership as authorized in the budget, these By-Laws.
 - 4. Adopt appropriate procedures to put into effect the provisions of these By-Laws.
 - 5. To sue or defend suit in the Association name.
 - 6. To purchase, take, receive, lease as Lessee, take by gift or bequest, devise or otherwise acquire and to own, hold, use and otherwise deal with any real or personal property or any interest therein within the Development.
 - 7. To determine whether the conduct of any member, his/her family or guests has violated any rules and regulations or By-Laws of the Association and if so, to fix and enforce the penalty for such violations.
 - 8. To take such action and steps as are necessary to enforce any deed covenants, reservations or restrictions, or By-Laws, rules or regulations promulgated by the Association.
 - 9. Exercise the specific powers conferred by the general powers of the Association prescribed in Title 15, Section 5502 of the Pennsylvania Nonprofit Corporation Law provided, however, that the Directors may not dispose of any of the amenities or facilities of the Association or grant rights or easements therein, other than utilities, unless approved by two-thirds (2/3) of the votes cast, a quorum being present, at the annual membership meeting or a special membership meeting called for that purpose.
- c. The Board shall be responsible for adopting an annual budget, copies of which shall be included with the annual spring meeting notice. The budget must be approved by a majority of the members voting at the spring meeting. In an emergency situation a maximum of \$4,000.00 may be spent with the consent of not less than four (4) members of the Board. Any capital expenditures must be approved by a majority vote of a quorum of the general membership at a general or specific meeting.

- d. The Board of Directors shall appoint a replacement for any appointed office vacated for any reason. Such appointment shall be for the remaining unexpired term of that office only. The appointee shall be a member in good standing.

ARTICLE VIII – LIABILITY AND INDEMNIFICATION

SECTION 8.1 – The Association shall indemnify each person who is or was a Director of the Association or of any other corporation or other entity if that person served as such at the request of the Association against any and all liability and reasonable expense that may be incurred in connection with or resulting from any claim, action, suit or proceedings (whether brought by or in the right of the Association or other entity or otherwise), civil or criminal, or in connection with an appeal relating thereto, in which he or she may become involved, as a party or otherwise (other than a party plaintiff suing on his or her own behalf or in the right of the Association), by reason of being or having been a Director or officer of the Association or of such other corporation or other entity, or by reason of any past or future action taken or not taken in his or her capacity as such Director or officer, whether or not he or she continues to be such at the time such liability or expense is incurred, except where there shall have been a judgment rendered by a court specifically finding that the action or conduct of such Director or officer constituted willful misconduct or recklessness.

As used in this section, the terms “liability” and “expense” shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by, a Director or officer. The termination of any claim, action, or proceeding, civil or criminal, by judgment, settlement (whether with our without court approval), or conviction, or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that a Director or officer did not meet the standards of conduct set forth in the first sentence of this Article, except where shall have been a judgment rendered by a court specifically finding that the action or conduct of such Director or officer constituted willful misconduct or recklessness. Any such Director or officer referred to in this section whose action or failure to act has not been determined by a court to have constituted willful misconduct or recklessness with respect to any claim, action, suit, or proceeding of the character described herein shall be entitled to indemnification as of right.

SECTION 8.2 – The Association shall have the power, except to the extent prohibited by law, to indemnify any person who is or was an employee or agent of the Association, or is or was serving at the request of the Association as an employee or agent of another corporation or other entity, against expenses (including attorneys’ fees), judgments, fines, penalties, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with any claim, action, suit, or proceeding as described in Section 8.1, above, and resulting by reason of his or her services on behalf of the Association. Any indemnification under this Section 8.2, or advancement of expenses to an employee or agent under Section 8.3 of this Section (unless ordered by a court of applicable jurisdiction), may be made upon a determination that the employee or agent has satisfied the terms of Sections 8.2 and 8.3, as applicable and, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity or advancement of expenses.

SECTION 8.3 – Expenses incurred with respect to any such claim, action, suit, or proceeding described in Section 8.1 and 8.2, above, may be advanced by the Association prior to the final disposition thereof, upon receipt of an undertaking by or on behalf of the recipient to repay such amount if it shall untimely be determined that he or she is not entitled to indemnification under this Section. The right of indemnification provided in this Section shall be in addition to any rights to which any person concerned may otherwise be entitled by contract or as a matter of law, and shall inure to the benefit of the heirs, executors, and administrators of any such person.

SECTION 8.4 – All determinations under Sections 8.1, 8.2 and 8.3 of this Section (other than the court determinations described in Section 8.1 above) shall be made.

- a. By the Board of Directors by a majority vote of a quorum consisting of disinterested Directors; or
- b. If such a quorum is not obtainable, or, even if obtainable, if a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion; or
- c. By the Active Shareholders.

SECTION 8.5 – The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as Director, officer, employee, or agent of another corporation or other entity, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of the Section.

ARTICLE IX – ELECTIONS OF DIRECTORS

SECTION 9.1 – Nominations: Nominations for candidates to be members of the Board of Directors may be submitted to the current Executive Committee in writing or may be taken from the floor during the General Meeting.

SECTION 9.2 – Vote Tabulation: Votes shall be tabulated by the Secretary and verified by a second person who is neither an officer nor a candidate. Results shall be announced immediately after the votes are tabulated and verified, and the new officials shall take office immediately following selection.

SECTION 9.3 – Election: Election to the Board shall be by a plurality of the votes cast at the General Meeting in the fall. At the onset, the term of office for these three (3) Board of Director members shall be 1 year, 2 years, and 3 years respectively. Thereafter, the election shall be annually for a term of three (3) years and rotational as each Board Member's term of office expires.

ARTICLE X – ARCHITECTURAL COMMITTEE

SECTION 10.1 – An Architectural Committee consisting of four (4) members as described in the 1979 Agreement shall have responsibility of approving all new homes to be built on lots within the Development. The Architectural Committee shall be appointed by the Board for a term of three (3) years and shall consist of members of the Association. At least two (2) are to be year-round residents. A shareholder will act as the tie-breaker in the event there is a conflict in agreement among the Committee members.

SECTION 10.2 – The Architectural Committee shall make a determination regarding approval of the architectural plans within thirty (30) days of the applicant’s complete submission.

SECTION 10.3 – All applications must be submitted in person to a member of the Board of Directors or sent by registered mail to the Association’s registered address.

SECTION 10.4 – The Architectural Committee shall base its decisions upon the following Architectural Requirements and Regulations to be made part of these By-Laws; and each application shall contain the following:

- a. Application for approval of building plans must show name, address and telephone number of applicant, lot number, date of acquisition, and owner if different from applicant.
- b. Two (2) complete sets of architectural plans, including specifications which meet all requirements of local, state and federal governments, plot plan showing location of house, septic and well, and a copy of septic design shall be submitted to ITCA for review and approval prior to obtaining a Township Building Permit. A copy of the building permit must be furnished to ITCA for record purposes
- c. The application must include a non-refundable building fee of One Thousand Five Hundred (\$1,500.00) Dollars. When construction is completed, if any damage has been sustained to Association property during the construction period, the contractor shall have thirty (30) days in which to repair or restore any damage to property after receipt of written notification. If the damage is not repaired within that time, the Association shall repair such damage and the homeowner shall be held liable for the cost. Damage assessment will be performed by the Road Maintenance Committee.
- d. A house must be a minimum of 1,500 square feet of living space, suitable for year-round living.
- e. No house may be identical or similar in both design and configuration to the house on an adjacent lot.
- f. No trailers, mobile homes or similar types of buildings will be permitted at any time.

SECTION 10.5 – No work may commence until final approval is received by the applicant. This includes the clearing of lots.

SECTION 10.6 – The Association Building fee and Deposit as well as any and all delinquent dues and/or fees must be paid before final approval is granted.

SECTION 10.7 – Plan approvals are valid for no more than one (1) year. After this period, the One Thousand Five Hundred (\$1,500.00) Dollar Building Fee will be forfeited and a new application must be made and include a new Building Fee of One Thousand Five Hundred (\$1,500.00) Dollars.

SECTION 10.8 – Construction must start within six (6) months of approval and be completed within nine (9) months of commencement. Upon reasonable cause, extensions may be granted. Construction sites are to be kept safe and clean.

SECTION 10.9 – The Architectural Committee shall have the right to reject the plans of any house which does not meet the minimum criteria as set forth in the Architectural Requirements and Regulations of Indian Trails Club Association

SECTION 10.10 – Any exterior changes or additions during the initial construction period, including but not limited to decks, porches, sheds, garages, painting or siding, are subject to review and approval by the Architectural Committee.

SECTION 10.11 – To preclude conflict of interest, no contractor, builder, developer, or real estate broker or agent who is involved in developing, building, contracting, or selling property within the community shall be eligible to serve on the Architectural Committee.

ARTICLE XI – OTHER COMMITTEES

Except as otherwise provided in these By-Laws, all committees and/or Master-at-Arms, shall be appointed by the President, providing there is no conflict of interest as may be stated in these By-Laws.

ARTICLE XII – BUILDING AND PROPERTY

SECTION 12.1 – All external additions and/or external modifications to houses shall be subject to the same restrictions and be approved by the Architectural Committee as on the original building.

SECTION 12.2 – Houses are intended for the personal use of members, their families and their guests. The owner of a house who rents or leases his house shall be assessed an annual fee at the rate of three (3) times the current membership dues payable prior to the start of the lease and entry of the renter into the community, and at the beginning of each Fiscal Year thereafter. This fee is in addition to the regular membership dues payable at the beginning of each Fiscal year. In addition, the owner is responsible for submitting to the Executive Board a copy of the lease, the name and address of the renter, and the names of the renter's family members, prior to the start of the lease. The owner will be limited to one rental lease per year, regardless of the length of the lease and no less than one year in length.

SECTION 12.3 – Buildings and property shall not be used for any purpose which violates the Deed Restrictions and/or the 1979 Agreement in any, shape or form.

SECTION 12.4 – The grounds around a new house must be cleared of all building materials and equipment immediately upon receipt of the Certificate of Occupancy. All raw land areas must be at least grass seeded within twelve (12) months of the date shown on the Certificate of Occupancy.

SECTION 12.5 – Any person transferring ownership of a house and/or property, either voluntarily or involuntarily, must notify the Treasurer before there is a closing on said house or property. A transfer fee of Two Hundred Dollars (\$200.00) must be paid to the Association prior to the transfer of title of any property.

ARTICLE XIII – RULES AND REGULATIONS

In addition to these By-Laws, members are subject to such rules and regulations as may be adopted from time to time by the Association.

ARTICLE XIV – DUES AND ASSESSMENTS

Annual dues and assessments shall be assessed against all members and shall be due in full on August 31st. The dues and assessments shall be at least Three Hundred (\$300.00) Dollars per year per building lot. Garbage assessment fees shall be in addition to annual dues. Changes in the amount of annual dues may be subject to the following:

- a. Notification of a motion to change the amount of the annual dues shall be sent to all members at least four (4) weeks before the meeting at which the vote is to be taken. This notification may be included in the minutes of the meeting at which such a motion was made, or may be a separate notification.
- b. A motion to change the amount of the dues must be approved by at least two-thirds (2/3) of the votes cast by a quorum of the general membership.

ARTICLE XV – COLLECTION OF DUES AND ASSESSMENTS

SECTION 15.1 – Enforcement of payment: The dues and assessments levied by the Association, as provided herein, shall be paid by the members on or before the date or dates fixed by resolution of the Board of Directors. Written notice of the dues and assessments and the date of payment shall be sent to the members at the address last given to the Association by each member. If any charge is levied against any lot is not paid when due, it shall become a lien upon such lot until paid in full. The Board, on behalf of the Association, may bring such actions as it shall determine appropriate at law or in equity to collect the delinquent dues and assessments including costs of collection, court costs, administrative costs, reasonable attorney's fees, and interest at a rate fixed by resolution of the Board. The sale or transfer of any lot, either voluntary or involuntary, including by Sheriff's Sales or Tax Sales, shall not extinguish any lien for charges provided for herein, except discharges of any lien pursuant to the bankruptcy laws of the United States.

SECTION 15.2 – Voluntary and Involuntary Conveyances: The grantor and grantee of such property in a voluntary conveyance, and the previous owner and the grantee in an involuntary conveyance, including Sheriff Sales or Tax Sales, shall be jointly and severally liable for all unpaid dues and assessments pertaining to said property up to the date of conveyance.

SECTION 15.3 – Budget Plan: A member who has become delinquent in the payment of the required dues and assessments shall have the right to request that he be permitted to pay the delinquent amount in installments. All said requests shall be made to the Board of Directors. As long as such installment plans continue and we are paid in full at the end of the fiscal year, all membership rights and privileges shall remain in effect. See Section 6.1 for voting eligibility. The delinquent member must show just cause as to the need for such payment plan.

ARTICLE XVI – FINANCIAL MANAGEMENT

SECTION 16.1 – Fiscal Year: The Association's fiscal year shall begin on July 1st and end on June 30th of each year.

SECTION 16.2 – Budget:

- a. The Board of Directors shall prepare an annual budget for the ensuing year setting forth all anticipated expenditures and revenues, including the amount of increase or decrease in dues and assessments per member. The budget shall include any and all dues, assessments, fees and charges of any nature whatsoever to be levied by the Association against all owners of lots in the development for the fiscal year in question.
- b. The budget shall be voted on by all members in good standing at the annual meeting.
- c. If the proposed budget is rejected, amendments shall be entertained from the floor until agreement is reached. The amended budget shall then be voted on by the members for acceptance.
- d. If the proposed budget is rejected and agreement by the members cannot be reached, the budget will be put back into committee for revision. A special meeting will be called for voting on the revised budget by the members.

ARTICLE XVII – NUMBER AND GENDER

Number and gender as used in these By-Laws shall extend to and include both singular and plural, both gender as the context and construction requires.

ARTICLE XVIII – SAVING CLAUSE

In the event that any section or part thereof of these By-Laws shall be found by a court of competent jurisdiction to be valid or unconstitutional, all other remaining sections shall remain in full force and effect.

These By-Laws shall replace any and all previous existing By-Laws of the Association of property owners of the Indian Trails Club Association, Inc., and shall not impair or effect any act done, offense committed or liability, duty, obligation, penalty, judgment or punishment incurred prior to the time these By-Laws or any subsequent By-Laws 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 By-Laws or amendments thereto had not been enacted.

ARTICLE XIX – AMENDMENTS TO BY-LAWS

These By-Laws may only be amended at an Annual meeting or Special meeting of the membership by a majority vote of the members present and/or proxy/power of attorney, all of whom must be members in good standing.

ARTICLE XX – BY-LAWS

The intent of these By-Laws is to supplement and in no way or manner negate, circumvent or obviate restrictions and covenants or the 1979 Agreement.