

**BY-LAWS OF THE HICKORY HEIGHTS POOL
ASSOCIATION (A non-profit corporation)**

28 April 1997

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**BY-LAWS OF THE HICKORY HEIGHTS POOL ASSOCIATION
(A non-profit corporation)**

ARTICLE I NAME, CORPORATE SEAL AND OFFICES

A. Name

The corporation, chartered under the laws of the Commonwealth of Pennsylvania, registered in the office of the Secretary of the Commonwealth on, or about, April 28, 1997, shall be named and known as the Hickory Heights Pool Association, hereinafter referred to as the "Association."

B. Seal

The corporate seal of the Association shall have inscribed thereon the name of the corporation, the year of its creation and the words "Corporate Seal, Pennsylvania."

C. Address

The Association's mailing address shall be 118 Hickory Heights Drive, Bridgeville, Pennsylvania, or other such place as the Board (as hereinafter defined) may from time to time designate.

ARTICLE II PURPOSE

The purpose for which the Association is formed is to promote the health, mental and physical development, well-being and general welfare of its members; to construct, own and operate, or lease and operate a swimming pool and other recreational facilities; to acquire by gift, option, lease and/or purchase any property, real or personal, necessary or desirable for the operation of a swimming pool and other recreational facilities for swimming, aquatic sports and other recreational activities; to promote, foster, provide instructional activities; to raise funds, borrow money, pledge or hypothecate assets, execute evidence of indebtedness and to do any and all acts incidental to the accomplishment of the aforesaid purposes.

ARTICLE III MEMBERSHIP

A. Joining the Association

1. All applicants for membership in the Association are required to:

a. purchase, and pay in full, for a non-amortizable bond, the amount to be established annually by the Board (the "bond").

D. yearly parking charge because of terms of legal agreement of 2019 and no member is exempt or allowed other arrangement

2. All holders of a Bond shall hereinafter be referred as a "Bondholder" or as a "Member," and collectively as "Bondholders," or "Members." All Bonds shall fall into one of the following categories:

a. Active Bond: A Bond held by an Active Member (as hereinafter defined).

b. Inactive Bond: A Bond held by an Inactive Member (as hereinafter defined).

B. Membership Defined

1. Membership in the Association ("Membership") shall be annual and not perpetual; that is, a Member shall be required to renew Membership each year/season (which term, as used in these By-Laws, shall refer to the period April 15th through April 14th of the following year), by paying applicable dues, fees and assessments, in order to be afforded the privileges hereinafter set forth.

2. Membership in the Association shall be immediate family members living in the household.

3. In instances where the Family Unit has a husband and wife, the Membership shall be registered in the joint names of husband and wife. In the event of death of a spouse or partner, the surviving spouse shall be the owner of the Membership. In the event of a divorce of the parties, the Membership shall belong to the spouse to whom ownership of the home, or in the absence of home ownership, to the spouse to whom ownership of the Membership, was transferred by agreement of the parties, or a court of competent jurisdiction. The former spouse of the resultant owner shall have no rights or privileges as a Member after such transfer of ownership.

4. In addition, a Family Unit may also contain other persons in the household not otherwise provided for in these By-Laws. The status and condition of Membership for these other persons shall be reviewed and established by the Board, as it deems necessary.

5. The term "Member" shall refer to a Family Unit or any person in a Family Unit, as defined hereinabove, and shall fall into one of the following categories:

a. Active Member: A Member in good standing; having paid, in full, all required and applicable dues, fees and assessments, as hereinafter set forth.

b. Inactive Member: an Active Member who has a) requested in writing the Board's approval to be transferred into this category; b) received the Board's approval in writing; and c) paid all required and applicable fees, dues, and assessments, as hereinafter set forth. This Inactive Member category, if granted by the Board, has a term of one (1) year from the date of the Board's approval letter (Inactive Term). At the end of this term, the Inactive Member is automatically transferred into the Active Member category and is obligated with all required and applicable fees, dues, and assessments, as hereinafter set forth. The request for and granting of the Inactive category by the Board can be exercised only once by an Active Member.

C. Number and Priority of Memberships

1. The maximum number of Family Memberships shall be set by the Board on an annual basis.
2. At such time as all Memberships are sold for any given year/season, a waiting list (the "Waiting List") shall be created and maintained by the Board, as the need requires.
3. Annual Membership shall be offered using the following prioritization:
 - a. Active Members from the preceding year/season shall have precedence over both Inactive Members and new applicants for Membership, so long as they have paid all applicable fees and dues in full, as determined by the Treasurer, as of the deadline date set by the Board for that year/season.
 - b. Inactive Members whose one year Inactive Term has ended may become Active Members, so long as they have paid in full all applicable fees and dues (including any applicable transfer fee), as determined by the Treasurer, as of the deadline date set by the Board for that year/season. The Board has the right to determine the number of inactive members annually.
 - c. New applicants for Membership shall be considered for Membership on a "first- come, first-served basis" based on the payment of all applicable fees, and their position on the Waiting List.
 - d. Where referred to herein, the phrase "first-come, first-served basis" shall mean the postmark date, if received by mail or other recognized delivery service, or the date on which the Treasurer received, if hand-delivered, the application for Membership.

D. Privileges and Obligations of Members

1. Active Members, in good standing, shall be entitled to the use of the facilities of the Association, subject to the Association's By-Laws and Rules and Regulations.

2. All Members and their guests shall comply with all applicable federal, state and local ordinances.
3. A Member shall pay for any property of the Association, which is taken, broken or damaged by said Member or his guest.
4. Members shall pay dues, and all other charges or liabilities that may be imposed upon, or incurred by them or their guests.
5. The Association assumes no responsibility for any accident or injury occurring on or about the Property to any Member or guest and the Association assumes no responsibility for the loss or damage of any property brought onto or left on the Property by any Member or guest.
6. Members shall not use the name "Hickory Heights Pool Association" without the express written consent of the Board.

E. Resignation of Member

1. Any Member may withdraw from the Association at any time by submitting a written resignation to the Board. Effective upon such resignation, the Member shall no longer be extended the privileges of the Association. There shall be no refund of annual dues, and the Bond shall be treated as set forth in the third paragraph of **Section A (3)** of this **Article III**.
2. A Member may request to be deemed an Inactive Member, as defined in Section B(5)(b) of this Article III, subject to the limitations on the number of Inactive Memberships set forth in **Section C** of this **Article III** and payment of the applicable annual dues for Inactive Memberships. Failure to pay said dues shall reduce their Bond by an amount equal to that year's Active Member's annual dues, fees, and assessments, until the Bond is liquidated.

F. Penalties

1. Any Member failing to pay dues, or other indebtedness (collectively, "Indebtedness"), within seven (7) days following notification (such notice shall be by certified mail return receipt requested) by the Board, shall be suspended with no access to the pool or facilities, to be effective upon the receipt of such notification, until all Indebtedness is paid in full. If said Indebtedness is not paid in full within seven (7) days of receipt of said notice, the Board may, at its sole discretion, expel the Member from the Association and/or reduce the Member's Bond by an amount equal to the Indebtedness until the Bond is liquidated. At the Board's discretion fees can be assessed if payment is not timely.
2. Any Member may be suspended or expelled, such expulsion requiring the forfeiture of the Member's Bond, from the Association by the Board for other causes. Causes for suspension and/or expulsion shall include, but may not be limited to: (i) violation of any federal, state or local

law or ordinance, (ii) violation of any of these By-Laws, or violation of any of the Rules and Regulations of the Association, or (iv) unbecoming conduct.

3. After having the opportunity for a hearing at a Board meeting duly called for this purpose, a Member may be suspended for a period not exceeding three (3) months by at least a two-thirds (2/3) vote of the Board members present at said meeting, or expelled by at least a three-fourths (3/4) vote of the entire membership of the Board.

4. Any Member who has been suspended or expelled shall no longer be extended the privileges of the Association. Expulsion shall require the forfeiture of the Member's Bond.

5. In addition to the above penalties, the Board may establish additional penalties to be imposed which are included and defined in the Rules and Regulations for the use of the Association's property, both real and personal. .

ARTICLE IV BOARD OF DIRECTORS

A. Number

The Association shall be managed by a Board of Directors (the "Board") (each individually referred to as a "Director" and collectively as the "Directors"), who shall serve without compensation.

B. Election and Term

1. The Directors shall be elected at the Annual Meeting (as hereinafter defined). Nominations shall be made from the floor at the Annual Meeting, or by letter written to the Board, signed by at least ten (10) Members presented to the Board prior to the start of the Annual Meeting.

2. A Director must be a Member in good standing.

3. Except for the members of the initial Board of Directors whose terms shall be one (1), two (2) or three (3) years as determined by the Sole Incorporator of the Association, a Director shall serve for a term of three (3) years, or until his or her successor has been chosen.

4. At each Annual Meeting, the appropriate number of Directors shall be elected from among the Members to fill the positions whose terms are expiring, for a term of three (3) consecutive years, or until their successors have been chosen. No Director shall succeed himself or herself who has served two (2) consecutive full three (3) year terms in succession.

C. Duties of the Board

1. Consistent with these By-Laws, the duties of the Board shall be to:

- a. conduct and transact all Association business;
 - b. make and amend Rules and Regulations for the use of the Association's property, both real and personal;
 - c. appoint and remove officers, agents and employees, including but not limited to a Pool Manager, and fix their duties and compensation;
 - d. fix and impose penalties for violations of the By-Laws and the Rules and Regulations of the Association;
 - e. constitute, appoint and define the powers and duties of Committees;
 - f. promptly fill any vacancy in the Board until the next Annual Meeting;
 - g. designate the bank, or banks in which the Association's funds shall be deposited; determine the manner in which these funds shall be disbursed (At least two (2) officers of the Board as defined in Article IV.D. shall sign all instruments for the payment of funds in excess of \$1,000 drawn in the name of the Association);
 - h. Annually have the financial records of the Association reviewed by a CPA service selected by the Board. The CPA's report shall be available for review by the Membership at any reasonable time;
 - i. meet at such times as may be necessary. Special meetings of the Board can be called by the President and shall be called by the Secretary upon request of two (2) members of the Board. Notice of the Board meetings shall be received by the Board members before the date of said meeting. A majority of the Board shall constitute a quorum;
 - j. establish annual dues, fees and assessments;
 - k. fix the terms and conditions for guests;
 - l. levy such general and special assessments from time to time as shall be required for Association purposes, provided, however, that assessments for capital improvements shall be approved by a majority vote of Members, as hereinafter defined, at a Membership Meeting, or by proxy vote;
 - m. provide proper interpretation of these By-Laws.
 - n. establish a capital reserve fund for the purpose of capital repairs and replacements. Funding of the capital reserve fund will be determined annually by the Board.
2. Except with respect to the construction loan obtained or to be obtained to finance the initial

construction of the swimming pool and related facilities, nothing in these By-Laws shall be construed to permit the Board to borrow or pledge credit of the Association without the specific approval of the Membership, after due notice.

D. Officers of the Board

1. The officers of the Association shall be at a minimum, a President, a Secretary and a Treasurer. The Board may elect such other officers that it may deem necessary or appropriate, including but not limited to any number of vice presidents, assistant secretaries or assistant treasurers. These officers shall be elected annually by the Board from among its members and shall hold office until the end of the Board's first meeting of the calendar year, or until a successor has been chosen.

a. The President shall preside at all meetings of the Association and of the Board. He/she shall appoint, subject to confirmation by the Board, all standing committees, designating the Chairman thereof, and all special committees as may be directed. He/she shall be, ex-officio, a member of all other committees.

b. The Vice President, if any be elected, in the absence or disability of the President, shall act for the President and shall otherwise serve at the direction of the Board or the President.

c. The Secretary shall make notifications of meetings of the Association; keep the minutes of meetings of the Association and the Board, keep Bond status records and attend to the correspondence and other duties pertaining to the office. He/she shall be Chairman of the Rules/Legal Committee.

d. The Treasurer shall tend to the financial operations of the Association and keep Membership status, the financial records of the Association, receive and deposit its revenues in such a depository as the Board may authorize, and pay all Association bills and payrolls, subject to the approval of the Board. He/she shall be Chairman of the Finance Committee and shall perform such other duties pertaining to the office as shall from time to time be authorized by the Board. He/she may be bonded in such amount as may be deemed appropriate by the Board.

2. The Board may declare a position vacant if a Director has more than three (3) unexcused absences from Board meetings.

E. Expulsion of Board Members

Any member of the Board may be removed from office by a majority vote of the Members, present in person, or represented by proxy, at a meeting of the Members, called for in accordance with these By-Laws.

ARTICLE V INDEMNIFICATION AND INSURANCE

A. Indemnification - Actions, Suits or Proceedings Other Than by or in the Right of the Association

The Association shall indemnify any person who was or is a party or a witness or is threatened to be made a party or a witness to any completed, pending or threatened action, suit, investigation (including an internal investigation) or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was or has agreed to become a Director, officer, employee, fiduciary, trustee or agent of the Association, or is or was serving or has agreed to serve at the request of the Association as a director, officer, employee, fiduciary, trustee or agent of another corporation, partnership, joint venture, trust, pension plan, employee benefit or other similar plan or any other enterprise, or by reason of any action alleged to have been taken or omitted to have been taken in such capacity, against cost, charges, expenses (including attorneys' fees), judgments, fines, penalties, excise taxes and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such action, suit, investigation or proceeding or any appeals therefrom; provided, however, that:

1. if such person is or was or has agreed to become a Director, then he or she shall be indemnified as described above unless (a) he or she has breached or failed to perform the duties of his office as described in Sections 512, 516, 5712 or 5716 (relating to standard of care and justifiable reliance) of Title 15 of the Pennsylvania Consolidated Statutes Annotated (or any successor provision of similar import); and (b) the breach or failure to perform constitutes self - dealing, willful misconduct or recklessness; or (c) indemnification is otherwise prohibited by law; and
2. if such person is or was or has agreed to become an officer, employee, fiduciary, trustee or agent other than a Director, then he or she shall be indemnified if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

The termination of any action, suit, investigation or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person acted in such a manner as would constitute grounds for' disqualification from indemnification under (1) or (2) above.

B. Actions or Suits by or in the Right of the Association

The Association shall indemnify any person who was or is a party or a witness or is threatened to be made a party or a witness to any completed, pending or threatened action, suit, investigation (including an internal investigation) or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or

she is or was or has agreed to become a Director, officer, employee, fiduciary, trustee or agent of the Association, or is or was serving or has agreed to serve at the request of the Association as a director, officer, employee, fiduciary, trustee or agent of another corporation, partnership, joint venture, trust, pension plan, employee benefit or other similar plan or any other enterprise, or by reason of any action alleged to have been taken or omitted to have been taken in such capacity, against costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him or her or on his or her behalf in connection with the defense or settlement of such action, suit, investigation or proceeding or any appeals therefrom; provided, however, that:

1. if such person is or was or has agreed to become a Director, then he or she shall be indemnified unless (a) he has breached or failed to perform the duties of his or her office as described in Sections 512, 516, 5712 or 5716 (relating to standard of care and justifiable reliance) of Title 15 of the Pennsylvania Consolidated Statutes Annotated (or any successor provision of similar import); and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; or (c) indemnification is otherwise prohibited by law; and

2. if such person is or was or has agreed to become an officer, employee, fiduciary, trustee or agent other than a Director, then he or she shall be indemnified if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the Court of Common Pleas of Allegheny County or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such costs, charges and expenses which the Court of Common Pleas or such other court shall deem proper.

C. Indemnification for Costs, Charges and Expenses of Successful Party

1. Notwithstanding the other provisions of this **Article V**, to the extent that a Director, officer, employee, fiduciary, trustee or agent of the Association has been successful on the merits or otherwise, including, without limitation, the dismissal of an action with or without prejudice, in defense of any action, suit, investigation or proceeding referred to in **Subsections A and B** of this **Article V**, or in defense of any claim, issue or matter therein, he or she shall be indemnified against all costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

D. Determination of Right to Indemnification

1. Any indemnification under **Sections A and B** of this **Article V** (unless ordered by a court) shall be made by the Association unless a determination is made (a) by the Board by a majority vote

of a quorum consisting of Directors who were not parties to such action, suit, investigation or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by the Members at a properly convened meeting, that indemnification of the Director, officer, employee, fiduciary, trustee or agent is not proper in the circumstances because he or she has not met the applicable standard of conduct set forth in **Sections A and B** of this **Article V**.

E. Advances of Costs, Charges and Expenses

1. Unless it is determined that any person referred to in **Sections A and B** of this **Article V** has not met the applicable standard of conduct set forth in **Sections A and B**, costs, charges and expenses (including attorneys' fees) incurred by such person in defending a civil or criminal action, suit, investigation or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, investigation or proceeding; Provided, however, that the payment of such costs, charges and expenses incurred by a Director or officer of the Association in his capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such person while a Director or officer) in advance of the final disposition of such action, suit, investigation or proceeding shall be made only upon receipt of a written undertaking (in the form of an unsecured promissory note) by or on behalf of the Director or officer to repay all amounts so advanced in the event that it shall ultimately be determined that such Director or officer is not entitled to be indemnified by the Association as authorized in this **Article V**. Such costs, charges and expenses incurred by other employees, fiduciaries, trustees and agents may be so paid in advance upon such terms and conditions, if any, as the Board deems appropriate. The Board may, in the manner set forth above, and upon approval of such Director, officer, employee, fiduciary, trustee or agent of the Association, authorize the Association's counsel to represent such person, in any action, suit, investigation or proceeding, whether or not the Association is a real or nominal party to such action, suit, investigation or proceeding.

F. Procedure for Indemnification

1. Any indemnification under **Sections A, B and C** of this **Article V**, or advance of costs, charges and expenses under **Section E** of this **Article V**, shall be made promptly, and in any event within thirty (30) days, upon the written request of the Director, officer, employee, fiduciary, trustee or agent. The right to indemnification or advances as granted by this **Article V** shall be enforceable by an action at law or in equity, including without limitation, an action for specific performance, by the Director, officer, employee, fiduciary, trustee or agent in any court of competent jurisdiction, if the Association denies such request, in whole or in part, or if no disposition thereof is made within thirty (30) days. Such persons costs and expenses incurred in connection with successfully establishing his or her right to indemnification or advances, in whole or in part, in any such action shall also be indemnified by the Association. It shall be a defense to any such action that the claimant has not met the standard of conduct set forth in **Sections A or B** of this **Article V**, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board, its independent legal counsel, and its Members) to have made a determination prior to the commencement of such action that indemnification of the claimant is

proper in the circumstances because he or she has met the applicable standard of conduct set forth in **Sections A or B** of this **Article V**, nor the fact that there has been an actual determination by the Association (including its Board, its independent legal counsel, and its Members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

G. Other Rights; Continuation of Right to Indemnification.

1. The rights to indemnification and advances provided by this **Article V** shall be construed so as to mandate indemnification and advancement of expenses to the fullest extent permitted by applicable law, and such indemnification and advancement of expenses shall be made unless expressly prohibited by law. Indemnification and advancement of expenses hereunder shall not be deemed exclusive of any other rights to which a person seeking indemnification and/or advances may be entitled under any law (common or statutory), agreement, vote of Members or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office or while employed by or acting as an agent for the Association, and shall continue as to a person who has ceased to be a Director, officer, employee, fiduciary, trustee or agent, and shall inure to the benefit of the estate, heirs, executors and administrators of such person. All rights to indemnification and advances under this **Article V** shall be deemed to be a contract between the Association and each Director, officer, employee, fiduciary, trustee or agent of the Association who serves or served in such capacity at any time while this Article is in effect. Any repeal or modification of this **Article V** or any repeal or modification of relevant provisions of the Pennsylvania Nonprofit Corporation Law or any other applicable laws shall not in any way diminish any rights to indemnification and/or advances of such Director, officer, employee, fiduciary, trustee or agent or the obligations of the Association arising hereunder.

H. Insurance

1. The Association may purchase and maintain insurance on behalf of any person who is or was or has agreed to become a Director, officer, employee, fiduciary, trustee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, fiduciary, trustee or agent of another corporation, partnership, joint venture, trust, pension plan, employee benefit or other similar plan or other enterprise against any liability asserted against him or her and incurred by him or her or on his or her behalf 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 this Article, provided that such insurance is available on acceptable terms, which determination shall be made by a vote of a majority of the entire Board.

I. Savings Clause

1. If this **Article V** or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify and provide advances

to each Director, officer, employee, fiduciary, trustee and agent of the Association as to costs charges and expenses (including attorneys' fees), judgments, fines, penalties, excise taxes and amounts paid in settlement with respect to any action, suit, investigation or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Association, to the full extent permitted by any applicable portion of this **Article V** that shall not have been invalidated and except to the extent prohibited by applicable law.

J. Service at the Request of the Association

1. For the purposes of these By-Laws, any person who is or was a director, officer, employee, fiduciary, trustee or agent of another corporation, partnership, joint venture, trust, pension plan, employee benefit or other similar plan or any other enterprise which was created for the benefit of the Association or its employees, or in which the Association owns or controls, or at the time owned or controlled, directly or indirectly, fifty percent (50%) or more of the ownership interests, shall be conclusively presumed to be serving or to have served in such capacity at the request of the Association.

K. Proceedings Initiated by Party Seeking Indemnification

1. Notwithstanding any other provision of this Article V, the Association shall not be required to indemnify any person for any costs, charges, expenses (including attorneys' fees), judgments, fines, penalties, excise taxes and amounts paid in settlement incurred in an action, suit, investigation or proceeding (which shall not be deemed to include counter-claims or affirmative defenses) initiated by or participated in as an intervener or amicus curiae by the person seeking indemnification unless the initiation of or participation in such action, suit, investigation or proceeding is authorized, either before or after its commencement, by the Board. This **Section K** does not apply to reimbursement of expenses incurred in successfully prosecuting or defending the right to indemnification granted by or pursuant to this **Article V**.

ARTICLE VI DUES, FEES AND LIENS

A. Annual Dues, Fees and Assessments

1. Annual dues shall be payable for the year/season and shall be sufficient to provide for the necessary operation expenses of the Association, and the proper maintenance and improvement of the Property.

2. The annual dues shall be set annually by the Board.

3. Annual dues shall be payable by a date to be fixed each year by the Treasurer.

4. Any, and all, other fees and assessments shall be set annually by the Board.

5. No dues, fees or assessments, or any part thereof, shall be refunded in the event that the Association is required to suspend its operations for any period of time.

B. Liens

1. Upon cessation of Membership for any cause, all Indebtedness owed the Association by a Member shall be a lien upon and charged against its Bond, and the Bond may be taken over by the Association to satisfy such Indebtedness, so it may be canceled on the financial books of the Association. Every Bond is expressly subject to the provisions of this **Article VI**.

2. In the event of the dissolution of the Association, Bonds shall be a lien upon the proceeds of the sale of the property, real and personal, of the Association after the payment of all of its debts and obligations. Any surplus remaining shall be distributed pro-rata among the then current Members, subject to set-off of all debts, dues and obligations owed by the Member.

3. All fees and other charges referred to herein are exclusive of taxes imposed by federal, state, and other governmental bodies and agencies.

ARTICLE VII MEMBERSHIP MEETINGS AND VOTING

A. Annual Meetings

An annual Members' meeting, hereinafter the " Annual Meeting," of the Association be held at a place and time determined by the Board for the purpose of electing Directors, nominating Committee members, presenting Committee reports, and transacting other business indicated in the notice or duly brought before the Annual Meeting.

B. Special Meetings

A Special Meeting of the Association may be called by the Board upon notice given as hereinafter provided. A Special Meeting shall be called by the Secretary of the Association upon the written request of ten (10) Members, which shall state the purpose of the Special Meeting. The Special Meeting must be held within thirty (30) days after the receipt of said request. The business for which the Special Meeting is called shall be transacted, plus other business duly brought before the Special Meeting.

C. Notice of Meetings

1. Notice of Annual Meetings shall be posted at the Pool in a conspicuous place near the registration desk at least five (5) days prior thereto during the swim season and/or sent by email to each member to the last known email address or, if email address is not known, by first class mail to each member to the last known postal address.

2. Notice of Special Meetings shall be posted at the Pool in a conspicuous place near the registration desk at least five (5) days prior thereto during the swim season and/or sent by email to each member to the last known email address or, if email address is not known, by first class mail to each member to the last known postal address.

3. Wherever the By-Laws or Rules and Regulations require notice to be given to the membership, the mailing, via by email to each member to the last known email address or, if email address is not known, by first class mail to each member to the last known postal address, as per the Association's records of such, and the posting of such notice at the Pool in a conspicuous place near the registration desk shall constitute the notice being deemed sufficiently given.

D. Mail-In Ballot

1. In lieu of transacting Association business at an Annual Meeting, a Special Meeting, or otherwise, the Board, at its reasonable discretion, may call for a vote on a matter presented before the Board, hereinafter a "Mail-In Ballot," by email to each member, sent to the last known email address, or if email address is not known, by first class mail to each member sent to the last known postal address.

2. Whenever a vote by Mail-In Ballot shall be called for, the mailing, via by email to each member to the last known email address, or if email address is not known, by first class mail to each member to the last known postal address, as per the Association's records of such, shall constitute the Mail In Ballot being deemed sufficiently given.

E. Quorum

Adult members from ten percent (10%) of the Members (i) present in person, or (ii) represented by a bona fide proxy vote, which shall be in a form provided by the Board Secretary, or (iii) responding to a Mail-In Ballot, shall constitute a quorum at all Association meetings, Annual, Special or otherwise.

F. Voting

1. Members may vote on matters presented before the Association.

2. Only one (1) adult member of each Family Unit shall be entitled to vote at an Association meeting.

3. Representation of a Member by a signed written proxy, which shall be in a form provided by the Board Secretary, submitted to a Board member prior to the start of an Association meeting, shall be permitted.

ARTICLE VIII COMMITTEES

A. Standing Committees

1. There shall be seven (7) regular standing committees. At least one (1) Director shall serve on each standing committee. The specific powers and duties of each committee shall be designated by the Board, and may follow the following outline:

a. The Executive Committee shall consist of the elected officers of the Association and shall be empowered to act on behalf of the Board in such situations as may be deemed appropriate by the Board. All actions taken by the Executive Committee shall be reported to the Board at its regularly scheduled meetings.

b. The Facilities/Grounds Committee shall be responsible for the maintenance, beautification of the Property, including the pools, the bath house, operation of the physical plant, and such other facilities as may eventually be erected. All maintenance, repairs and improvements to the facilities and equipment shall be authorized by the Facilities/Grounds Committee and conducted under its supervision.

c. The Membership Committee shall be responsible for recruiting and/or screening new Membership applicants and reporting to the Board thereon. They are responsible for maintaining a Waiting List if the need for one exists.

d. The Communications/Publicity Committee shall be responsible for all written and oral communications with the Association Members and for publicizing Association events and shall work with the Program/Social Committee to that end. The Communications/Publicity Committee also shall endeavor to build a desirable image for the Association within the general community and work with the Membership Committee in developing interest among potential new members.

e. The Finance Committee shall oversee the preparation of the annual budget and the financial operation of the Association. It shall also assist the CPA in the performance of its review.

f. The Rules/Legal Committee shall be responsible for the enforcement of the rules necessary thereto. The Rules/Legal Committee shall annually review the Association Rules and regulations and recommend such changes to the Board as it deems appropriate. It shall also interpret the rules when requested and recommend to the Board precedent relating thereto.

g. The Program/Social Committee shall be responsible for establishing and overseeing the social and athletic programs of the Association. The Program/Social Committee shall work with the staff in developing a swimming lesson program and such other programs as may prove to be desirable. It may also plan and carry out various social and athletic programs for the Members, including the Annual Meeting and off-season events.

ARTICLE IX AMENDING THE BY -LAWS

These By-Laws may be amended by a majority vote of the Members either present in person at an Association meeting, represented by proxy vote, or by Mail-In Ballot, provided such Meeting or Mail-In Ballot is provided for in accordance with these By-Laws.