

BYLAWS
OF
INDIAN LAKE ASSOCIATION, INC.

APPROVED BY THE MEMBERSHIP AT THE MAY 29, 2005 ANNUAL MEETING

REVISED JANUARY 2009

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Note- This document utilizes terms which are defined below;

Agent- *A person(s) authorized by the Board to act on its behalf.*

Assessment- *Special charge when needed.*

Association- *Indian Lake Association, Inc.*

Board- *The Board of Directors representing the Association.*

Committee Chairperson- *Title given to the head of a Board Committee*

Common Land- *Parts of the Indian Lake Community owned by the Association such as the tennis courts, lake, pond, roads, etc.*

Employee- *A person(s) hired by the Board to perform a particular service.*

Lot- *The land owned by a member on which a home exists or may be built.*

Member- *Same as the Owner.*

Owner- *An Owner is a person(s) with an ownership interest (not including Mortgagees) in a Lot in the Association and is automatically a member of the Association.*

Property- *The entirety of the Common Land and all the Lots within Indian Lake Estates, as described in Article II, Section 1, below.*

BYLAWS
OF
INDIAN LAKE ASSOCIATION, INC.
ARTICLE I
NAME, SEAL AND OFFICES

SECTION 1. NAME: The name of this corporation is Indian Lake Association, Inc. (hereinafter the Association").

SECTION 2. SEAL: The seal of the Association shall be circular in form and shall bear the words "Corporate Seal". The Board of Directors ("the Board") may change the form of the seal or the inscription thereon at its discretion.

SECTION 3. OFFICE: The principal office of the Association shall be at the place set forth in the Articles of Organization or on a certificate filed with the Commonwealth Secretary or at such other place as the Board may from time to time designate.

SECTION 4. FISCAL YEAR: The fiscal year of the Association, unless otherwise decided by the Board, shall be the calendar year.

ARTICLE II

PLAN OF OWNERSHIP

SECTION 1. PLAN OF OWNERSHIP: The Property, located in the Town of Becket, County of Berkshire, Commonwealth of Massachusetts is more particularly described in a deed dated November 5, 1980 from the Community Savings Bank of Holyoke, Hampden County, Massachusetts to CSB Development Corp. and recorded in the Berkshire County Middle District Registry of Deeds in Book 1039, Page 755 and is further described on the sketch or Plan entitled "Indian Lake Estates, Becket Mass."; which property has been submitted to the provisions of a certain Declaration of Covenants and Restrictions ("Covenants") recorded on November 5, 1980, as amended, in said Registry of Deeds, by the Declarant, and will be planned for Lots and Common Land in accordance with a plan as described in said Covenants creating a system of fee simple ownership in the various Lots, and of undivided ownership as tenant-in-common of the Common Land with each Lot Interest being subject to a reciprocal obligation to contribute annual Assessments and Common Charges for the maintenance, repair, capital improvements, taxes and full operation of the Common Land and certain exterior improvements on the Lots, all in accord with the said Covenants.

SECTION 2. APPLICABILITY OF BYLAWS: The provisions of these Bylaws are applicable to the Property, and to the use and occupancy thereof, and to the operations and activities of the Association.

SECTION 3. PERSONAL APPLICATION: All present and future Owners, mortgagees, lessees, and occupants of the Lot Interests and their employees, agents, guests and any other person who may use the facilities of the Property in any manner are subject to these Bylaws, the Covenants, and to the Rules and Regulations established by the Board as may be set forth. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Lot shall constitute an agreement that these Bylaws, the Rules and Regulations, and the provisions of the Covenants, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE III

MEMBERSHIP

SECTION 1. OWNERS AS MEMBERS: Every record owner of a Lot shall be a Member of the Association pursuant to Article

III of the Covenants with the limitations and voting powers therein.

SECTION 2. RIGHTS SUBJECT TO ASSESSMENTS: The rights of membership are subject to the payment of annual Common Charges and special Assessments levied by the Association, the obligation of which assessments is imposed against each Lot Owner and are made the personal obligation of the then Member as provided by Article V of the Covenants and these Bylaws.

SECTION 3. SUSPENSION OF RIGHTS: The membership rights of any Member whose membership or interest in the Property is subject to Common Charges and Assessments as described under Article III, Section 2, whether or not he or she is personally obligated to pay such Common Charges and Assessments, may be suspended by action of the Board during the period when the Common Charges and Assessments remain unpaid; upon payment of such Common Charges and Assessments, the said rights and privileges shall be automatically restored. If the Board has adopted and published Rules and Regulations governing the use of the Common Land and facilities, and the personal conduct of its Members thereon, as provided in Article XI, Section 3, the Board may, in its discretion, suspend the rights of any such Member for violation of such Rules and Regulations until the delinquency/other violations are cured, as well as payment is made of any penalties or damages that may have been assessed in accordance with these Bylaws and such Rules & Regulations.

ARTICLE IV

PROPERTY RIGHTS IN COMMON LAND

Each Owner shall be entitled to the non-exclusive ownership, occupancy, use and enjoyment of the Common Land as a tenant in common and as provided by his deed and the Covenants.

ARTICLE V

POWERS AND PURPOSES

The Association shall operate as a not-for-profit Homeowner Association. The Association will not provide pecuniary gain or profit, direct or indirect, to its Members. To accomplish these purposes, the Board acting on behalf of the Members of the Association, shall have the following powers:

SECTION 1. POWERS AND PURPOSES: (a) As agent and attorney in fact coupled with an interest for the Owners, and as it deems consistent with the purposes set forth above, to acquire, build, operate, and maintain roads, utilities, recreation facilities, ponds, lakes, dams and related structures, trails, open space, including building structures and personal properties incident thereto, (the "Common Land"); (b) to fix Common Charges and Assessments (or charges) to be levied against the Common Land; (c) to enforce any and all covenants, restrictions and agreements applicable to the Property; (d) to pay taxes on the Common Land; and (e) insofar as permitted by law, to do any other thing that, in the opinion of the Board, will promote the common benefit and enjoyment of the occupants of the Property.

SECTION 2. DEDICATION OR TRANSFER OF COMMON LAND: As agent and attorney in fact for the Owners, to dedicate or transfer all or any part of the Common Land to any Person,

public agency authority, or utility for such purposes and subject to said conditions as may be agreed to by the owners. No such disposition of Property shall be effective to divest or diminish any right or title of any Owner vested in him, unless made in accordance with the provisions of the Covenants. Any such disposition of property shall be only as authorized by these Bylaws and the Covenants.

SECTION 3. ADDITIONS TO PROPERTY: Additions to Property described in Article II of the Covenants may be made only in accordance with the provisions of the recorded Covenants and Restrictions applicable to said Property. Such additions, when made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this corporation to such Property.

SECTION 4. DEBTS OF THE ASSOCIATION: The total debts of the Association including the principal amount of mortgages outstanding at any time shall not exceed the total of two years' assessments current at that time. The authority to exceed said maximum in any particular case may be given by a affirmative vote of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose (written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting).

ARTICLE VI

MEETINGS

SECTION 1. VOTING: A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all Owners for all purposes except when a higher percentage is required by these Bylaws, the Covenants or by law. Each member may vote in person or by proxy. All proxies shall be in writing and filed with the Administrative Assistant. No proxy shall extend beyond a period of eleven (11) months, and any proxy shall automatically become ineffective upon sale by a Member of his Lot Interest.

SECTION 2. QUORUM: A quorum at any meeting of the Owners shall be one-half (1/2) + one of the Owners present or by proxy, but not less than one half + one of the total owners.

SECTION 3. VOTES IN THE EVENT OF MULTIPLE OWNERSHIP OF A LOT: In the event a Lot is owned by more than one person, and if such Persons cannot agree upon the exercise of their rights to vote pursuant to these Bylaws, each Person shall have a fractional vote based upon his fractional share of ownership of the Lot.

SECTION 4. ANNUAL MEETINGS: Annual meetings shall be held on the Sunday of the Memorial Day weekend in the month of May. At each annual meeting there shall be elected by ballot of the members, *three (3) Board members* in accordance with the provisions of Article VII, Section 1 of the Bylaws. Additionally, the annual budget shall be presented and voted upon by the members. The members may also transact such other business as may properly come before them.

SECTION 5. PLACE OF MEETINGS: Meetings of the Members shall be held at the principal office of the Association or such other suitable place convenient to the Members as may be

designated by the Board.

SECTION 6. SPECIAL MEETINGS: It shall be the duty of the President to call a special meeting of the Members when so directed by resolution of the Board or upon written application of at least 10% of the Owners of the total number of Lots. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 7. NOTICE OF MEETINGS: It shall be the duty of the Administrative Assistant to mail/email a notice of each annual or special meeting of the Members, at least ten (10) days but not more than twenty(20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member as recorded on the records of the Association, at the resident address or at such other address as such Member shall have designated by notice in writing to the Administrative Assistant. The mailing/emailing of a notice of meeting in the manner provided in this section shall be considered service of notice. A member who does not have email will receive notice of annual or special meetings by mail.

SECTION 8. WAIVER OF NOTICE: Any member may at any time in writing waive notice of any meetings of the Members and such waiver shall be deemed equivalent to the giving of such notice.

SECTION 9. ADJOURNED MEETINGS: If any meeting of Members cannot be held because a quorum has not attended, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was scheduled.

SECTION 10. PARLIAMENTARY PROCEDURE: At all meetings of the Members or of the Board, Roberts' Rules of Order, as to such date amended, shall be followed.

ARTICLE VII

THE BOARD

SECTION 1. FUNCTION, NUMBER AND QUALIFICATIONS: The Association shall be governed by a Board not more than nine in number. The term of office shall be 3 years. A Board member may serve for 2 consecutive elected terms in addition to any time served as a substitute for any uncompleted term of a resigned Board member. A Board member who completes 2 consecutive elected terms, may not serve again until 1 year has elapsed since the completion of the second consecutive term.

SECTION 2. POWERS AND DUTIES: The Board shall have the powers and duties necessary for the administration of the affairs of the Association and shall do all such acts and things as are not by law or by the Bylaws directed to be exercised and done by the Owners. Such powers and duties of the Board shall include, but shall not be limited to, the following:

(a) The management, maintenance and operation, care, upkeep of the Common Land including, tennis courts, lake and pond, roads, and any future buildings or structures. The Board may assign these duties to chairpersons of committees responsible for these functions or any other person it wishes to assign.

(b) The determination of the Common Expenses required

for the affairs of the Association.

(c) The establishment, levying, assessment and collection of the Common Charges and/or Assessments from the Owners, and pursuant to such collection, in the event of failure to pay said Common Charges and/or Assessments, the Board may institute the remedies provided herein.

(d) The employment and dismissal of the personnel necessary for the maintenance, management, repair, replacement and operation of the Common Land.

(e) The opening of bank accounts in the name of the Association and designating the signatories required therefor.

(f) The granting of licenses over the Common Land.

(g) The obtaining and maintaining insurance on the Common Land and such other insurance as it may from time to time deem appropriate.

(h) The making of repairs, additions, and Improvements, alterations, or restoration to the Common Land.

(i) The leasing or otherwise acquiring the right to use, either exclusively or in common with others, recreational and other facilities for the benefit of Owners.

(j) The collection, as part of the common charges, of the pro-rata portion of the taxes on the Common Land to be due to the Town of Becket.

(k) The adoption of reasonable Rules and Regulations governing the conduct of all people on Lots, on the Common Land, and the operation and use of the Lots and Property. The Board shall also have the power to levy penalties and to recover actual or liquidated damages against the Owners for any violations of such Rules and Regulations for which they are responsible. Collection of damages and/or penalties may be enforced against the Owner or Owners responsible as if they were a Common Charge owed by the particular Owner or Owners.

(l) The enforcement by any legal means, the provisions of the Covenants, the Bylaws, and the Rules and Regulations for the use of the Property as may hereinafter be established.

(m) The appointment and removal of all officers, agents and employees of the Association and the setting of their duties and compensation. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

(n) The keeping of a complete record of all its acts and corporate affairs and the presentment of a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is requested in writing by ten percent (10%) of the voting membership, as provided herein.

(o) The supervision of all Officers, Agents and Employees of this Association.

(p) The powers and duties concerning assessments as more fully provided in Article IX of these Bylaws:

(q) The issuance of or causing an appropriate Officer to issue upon demand by any Lot owner a certificate setting forth whether any Assessment has been paid. Such certificate shall be conclusive evidence of any Assessment therein stated to have been paid.

SECTION 3. DELEGATION OF DUTIES: The Board may employ or enter into a contract or agreement with a Manager for the Property, at a compensation or consideration established by the Board, to perform such duties and services as the Board shall authorize except those duties and services which are, by the law, the *Covenants* and by these Bylaws reserved to the Board.

SECTION 4. REMOVAL OF DIRECTORS: At any regular or special meeting of the Members, any one or more of the Directors of the Board may be removed for cause, by a two-thirds (2/3) of all of the Members eligible to vote following notice thereof in the call of the meeting and a successor or successors may then and there or thereafter be appointed by the Board or elected to fill the vacancy thus created.

SECTION 5. VACANCIES: Vacancies on the Board caused by any reason other than the removal for cause, shall be filled by vote of a majority of the remaining of the Board at a regular or special meeting of the Board held promptly after the occurrence of any such vacancy, even though the members present at such meeting shall constitute less than a quorum. Each Person so elected shall be a member of the Board for the remainder of the term of the members so replaced, and until a successor shall be duly elected.

SECTION 6. ORGANIZATION MEETING: *Following a meeting of the owners at which Board members are elected*, the first regular meeting of the Board shall be held within ten days thereafter at such time and place as shall be fixed by the members. No notice shall be necessary to the members of the Board in order to legally constitute such a meeting, providing a quorum shall be present at such regular meeting.

SECTION 7. REGULAR MEETINGS: Regular meetings of the Board may be held at such time and place within or without the Commonwealth as shall be determined from time to time by a majority of the Board members. Notice of regular meetings of the Board shall be given by the Secretary to each Board member personally or by mail, email, or fax at least seven (7) days prior to the day named for the meeting.

SECTION 8. SPECIAL MEETINGS: Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, email, or fax, which notice shall state the time, place and purpose of the meeting. In like manner and like notice, upon written request of two or more Board members, a special meeting of the Board shall be called by an officer of the Board.

Section 9. IN THE EVENT OF AN EMERGENCY: A meeting to address an emergency may be called by the President or any other Board member. Immediate notice of such meeting will be made by telephone or personal contact to all Board members.

SECTION 10. WAIVER OF NOTICE: Any member of the Board may at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the

giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If a quorum of the Board is present at any meeting, no notice shall be required and any business may be transacted at such a meeting.

SECTION 11. QUORUM OF THE BOARD: At all meetings of the Board, two-thirds of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting. At the resumption of the adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 12 FIDELITY BONDS: The Board may obtain adequate fidelity bonds for all officers, employees and agents of the Association responsible for any Association funds and the premiums on such bonds shall constitute a Common Expense.

SECTION 13. COMPENSATION: No *member* of the Board shall receive any compensation from the Association for acting as a Board member.

SECTION 14. LIABILITY OF THE BOARD: The members of the Board shall not be liable to the Association or to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association shall defend, indemnify and hold harmless, to the extent permitted by law, each of the members of the Board against all liability arising out of their conduct on behalf of the Association, or the Owners unless such conduct shall have been in bad faith or caused by willful misconduct. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Association or the Owners (except as Members). It is also intended that the liability of any Member arising out of any contract made by the Association or out of the aforesaid indemnity in favor of the Board shall be limited to his interest in the Property.

SECTION 15 FISCAL YEAR: The Board shall establish a fiscal year.

SECTION 16. COMMITTEES: The President shall appoint committee chairpersons with the approval of the Board. Any committee chairperson/committee member may be removed by a 2/3 vote of the Board. A committee chairperson has discretionary authority to spend a set amount of funds determined by the Board. No committee chairperson or Board member may enter into a contract in excess of said amount on behalf of the Association without Board approval, except as otherwise provided in Article VIII, Section 10. Without Board authorization, any financial decision in excess of said amount and any policy decisions of a committee are only recommendations which must be acted upon by the Board. No individual Board member or committee chairperson shall be deemed an agent or attorney for the Association without Board authorization. All contracts must be executed by a Board officer, except for those otherwise authorized by these Bylaws. Records of Committee meetings shall be kept, and will be provided to the Board. The Board shall have power to rescind any action of any committee.

ARTICLE VIII

OFFICERS

SECTION 1. DESIGNATION: The principal officers of the Association shall be the President, the Vice President, the Secretary, the Treasurer, and the Assistant Treasurer, all of whom shall be elected by the Board. All officers shall be elected from among the members of the Board. An Administrative Assistant may be elected as a Board member or may be appointed by the Board as a non Board member. If appointed, the Administrative Assistant may be a compensated position. The Board may elect such other officers or appoint individuals to such other positions as in its judgment may be necessary. These individuals may or may not be Board members and may be compensated if not a Board member.

SECTION 2. ELECTION: The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board.

SECTION 3. REMOVAL: Upon the affirmative vote of two thirds(2/3) of the Board, any officer may be removed, either with or without cause and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.

SECTION 4. PRESIDENT: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board. He shall have all the general powers and duties which are usually invested in the office of President of a corporation organized under the laws of the Commonwealth of Massachusetts, including but not limited to the power to appoint committees from time to time as he may, in his discretion, decide, as appropriate to assist in the conduct of the affairs of the Association.

SECTION 5. VICE PRESIDENT: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act.

SECTION 6. SECRETARY: The Secretary shall keep the minutes of all meetings of the Members and of the Board; shall have charge of such records and papers as the Board and these Bylaws may direct. If the President or Vice President are both unavailable, the Secretary will assume the duties of the President.

SECTION 7. TREASURER: The Treasurer shall have responsibility for Association funds and securities and shall keep the financial records and books of account in books belonging to the Association. In the event that the President, Vice President, and Secretary are not available, the Treasurer will assume duties of the President.

SECTION 8. ASSISTANT TREASURER: The Assistant Treasurer shall have the responsibility to deposit all monies and other valuable effects in the name and credit of the Association, in such depositories approved by the Board. The Assistant Treasurer shall record all transactions into and maintain records of account and financial documentation of the Association.

SECTION 9. ADMINISTRATIVE ASSISTANT: The administrative assistant will provide a central point to disseminate information regarding Indian Lake to lawyers, real estate agents, vendors, and others. Distribute correspondence, monitor and report the sales and transfers of properties in Indian Lake, maintain hardcopy files and records, assist the Assistant Treasurer, and provide input regarding the Indian Lake Association Directory. Additionally, the Administrative Assistant shall give all notices required by the Bylaws unless otherwise provided.

SECTION 10. SIGNATORIES TO DOCUMENTS: All agreements, contracts, deeds, leases, checks and other documents of the Association and approved by the Board, shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board.

SECTION 11. COMPENSATION: No officers shall receive any compensation for acting as such.

SECTION 12. VACANCIES: In the case of a vacancy of an officer of the Board, the Board may elect a new officer whose tenure shall extend for the unexpired term of the officer whose position is vacant. An officer shall be deemed to serve until his successor is approved.

ARTICLE IX

COMMON CHARGES AND ASSESSMENTS

SECTION 1. DETERMINATION OF COMMON EXPENSES AND FIXING OF COMMON CHARGES : The Board shall, from time to time, and at least annually, prepare a budget for the Property, determine the amount of the Common Charges payable by the Owners to meet the Common Expenses and allocate and assess Common Charges among the Owners according to their share as established by the Covenants and by these Bylaws. The Board shall advise all Owners promptly or on or about January 1st of each year, in writing, of the amount of Common Charges payable by each of them, and shall furnish copies of each budget on which such Common Charges are based to all Owners and to their mortgagees upon request. The Common Expenses shall include, among other things:

(a) expenses of administration, maintenance, repair or replacement of the Common Land and Appurtenant Interests.

(b) all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of the Bylaws.

(c) such amounts as the Board may deem proper for the operation of the Property, including without limitation an amount for its working capital, a general operating reserve, a reserve fund for replacement, and sums necessary to make up any deficit in the Common Expenses for any prior year;

(d) expenses incurred in leasing or otherwise acquiring the right to use either exclusively or in common with others, recreational or other facilities for the benefit of Owners;

(e) such amounts as will be required to pay real property taxes on the Common Land.

(f) such amounts as may be necessary to repay loans obtained for Association Purposes.

SECTION 2. PAYMENT OF COMMON CHARGES: All Owners, except as provided herein, shall be obligated to pay the Common Charges assessed by the Board by January 31st or at such other time or times as the Board shall determine.

SECTION 3. NO WAIVER OF LIABILITY FOR COMMON EXPENSES: No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Land or by abandonment of his Lot or any Appurtenant Interest.

SECTION 4. NON-LIABILITY AFTER CONVEYANCE: No Owner shall be liable for the payment of any part of the Common Charges assessed against his Lot subsequent to a sale, transfer or other conveyance made pursuant to the provisions of these Bylaws.

SECTION 5. SUCCESSOR'S LIABILITY FOR COMMON CHARGES: An acquirer of a Lot shall be liable for, and the Lot conveyed shall be subject to a lien for, any unpaid assessments against the Lot Interest, but not in excess of the amount set forth in a statement provided under Section 6 herein, and Article XII, Section 2.

SECTION 6. STATEMENT OF COMMON CHARGES: Upon written request, the Board shall promptly provide an Owner or grantee or prospective grantee from an Owner so requesting the same in writing, a written statement of all unpaid Common Charges or other Assessments due from such Owner.

SECTION 7. FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES: In any action brought by the Association to foreclose a lien on a Lot because of any unpaid Common Charges, the Owner shall be required to pay reasonable rental for the use of his Lot and the plaintiff in such foreclosure action shall be entitled to collect the same. Upon foreclosure of a Lot, the Association shall not hold the Lot for investment but shall divest itself of same as rapidly and as prudently as possible. If appropriate and possible, the Association will move for foreclosure by auction sale prior to the time title becomes absolute. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the liens securing the same.

SECTION 8. PURPOSE OF COMMON CHARGES AND ASSESSMENTS. The assessments levied by the Association are deemed to be collected as agent of the Owners in paying for their obligations, taxes and costs, and shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners and occupants in the Property and in particular for the improvement and maintenance of Property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Land and of the building situated upon Property, including, but not limited to, the payment on behalf of the Owners of taxes and insurance thereon and repair, replacement, and additions thereto and for the cost of labor, equipment, materials, management, and supervision thereof.

SECTION 9. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the Common Charges authorized herein, the Association may levy in any fiscal year a Special Assessment, applicable to no more than five (5) years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Land, including the necessary fixtures and personal property related

thereto, provided any such assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or by a proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 10. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND COMMON CHARGES: THE PERSONAL OBLIGATION OF THE OWNER; DEFAULT: THE LIEN; REMEDIES OF ASSOCIATION: If the Common Charges and/or Assessments are not paid on the date when payable, then such amounts shall be deemed delinquent and shall, together with such interest thereon and costs of collection thereof as herein provided, thereupon become a continuing lien on the Lot Interest which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the Common Charges and /or Assessments billing is not paid within thirty (30) days of the invoice date, the Assessment together with all expenses, including attorney's fees and costs, shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against his Lot Interest, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of collection, reasonable attorney's fees, established by custom for collection of debts and foreclosure, or as may be fixed by Court, together with the costs of the action. The use of recreational facilities by any Owner entitled to such use will be suspended by action of the Board during the period when the assessment remains in default.

SECTION 11. ACQUISITION OF LOT INTERESTS BY THE ASSOCIATION: In the event the Association shall acquire a Lot Interest pursuant to foreclosure of its lien for common charges or otherwise, all Owners shall be deemed to waive any rights as beneficiaries or tenants-in-common with respect to ownership of such interest. The Association shall promptly offer such Lot Interest for sale and, within six months of acquisition, such interest shall be sold at public auction or in a commercially reasonable manner.

ARTICLE X

MAINTENANCE AND ALTERATION OF PROPERTY

SECTION 1. MAINTENANCE, REPAIR AND REPLACEMENT:

(a) Common Land: The Association shall maintain, manage repair and replace all of the Common Land. In the event that such maintenance, repair or replacement was caused by the negligence or misuse of an Owner, such expense shall be charged to such Owner.

(b) Lots: Each Owner shall maintain, manage, repair and replace, at his own expense, all portions of his Lot. Each Owner shall be responsible for damages to any other Lot or to the Common Land caused intentionally, negligently, or by his failure to properly maintain, manage, repair, or make

replacement to his Lot.

SECTION 2. ADDITION, ALTERATIONS, OR IMPROVEMENTS: Whenever, in the judgment of the Board, the Common Land shall require additions, alterations or improvements costing more than Twenty Five Thousand and 00/100 (\$25,000.00) Dollars, which are not to be at the expense of an individual Owner for his own benefit, and the making of such additions, alterations, or improvements shall have been approved at an annual or special meeting of the Members by two-thirds vote of those present and voting either personally or by proxy, the Board shall proceed with such additions, alterations, or improvements and shall assess all Owners for the cost thereof as a Common Charge and/or Assessments. Any additions, alterations or improvements costing Twenty Five Thousand and 00/100 (\$25,000.00) Dollars or less may be made by the Board without further approval of the Owner of any Lot Interest and the cost thereof will constitute part of the Common Expenses. The provisions of this section are subject to the provisions of Article V, Section 1 of these Bylaws.

SECTION 3. ELECTRICITY: Electricity shall be supplied to the Common Land by the public utility company serving the area directly to the Property through a master meter. The Association shall pay all charges for such electricity as a Common Expense.

SECTION 4. RIGHT OF ACCESS: Each Owner shall grant a right of access to his Lot and the structures thereon to the person(s) authorized by the Association for the purpose of making inspections or for the purpose of correcting any condition originating in his Lot and threatening another Lot or the Property, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, sewer systems, or other Common Land in his Lot, provided that requests for entry are made in advance and that any such entry be at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.

ARTICLE XI

USE OF PROPERTY

SECTION 1. RESTRICTIONS ON THE USE OF PROPERTY: In order to provide for congenial occupancy and use of the Property and for the protection of the values of the Lot Interests, the use of the Property shall be restricted, as provided in the Covenants, Restrictions, Rules and Regulations, and these Bylaws.

(a) Laws and Regulations. No immoral, improper or offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all Governmental bodies having jurisdiction thereof shall be observed. Provisions of the law, orders, Rules, Regulations or requirements of any Governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owners or the Board, whichever shall have the obligation to maintain or repair such portion of the Property.

(b) Division of Lots. A portion less than a whole Lot shall not be rented or sold, and no transient tenants may be accommodated.

(c) Lot Maintenance. The Owner shall keep the Lot (including all areas within its boundaries and its Appurtenances) in good repair, shall do all maintenance required for his Lot, and shall be solely responsible for the maintenance, repair, and replacement of fixtures and equipment, as may be in the Lot. Fixtures as used herein shall include exposed water pipes attached to appliances and equipment and the appliances and equipment to which they are attached, and any special pipes or equipment which the Owner may install within Lot, or under the ground, but shall not include water, sanitary sewer systems, other pipes or conduits inside the site which are part of the standard equipment. The Owner shall be solely responsible for the maintenance, repair and replacement of all lighting and electrical fixtures, appliances, and equipment, and all fuse boxes or circuit breakers and electrical wiring and conduits from the junction box at the Lot.

(d) Smoke, Light, Noise Annoyances. The Owner shall not permit unreasonable smoke, cooking or other odors to emanate from his Lot. The Owner shall not permit or suffer any unreasonable lights or noises or anything which will interfere with the rights of other Owners or unreasonably annoy them or obstruct the roads, parking areas or pathways.

(e) Objectionable Lot Conditions. If, in the Association's sole judgment, any of the Owner's equipment or appliances shall result in damage to the Property or is of poor quality or may cause interruption of service to other portions of the Property, or overloading of, or damage to facilities maintained by the Association for the supplying of water or electricity to the Property, or if any such material, equipment or fixtures visible from the outside of the Lot shall become rusty, dilapidated, disordered or discolored, the Owner shall promptly, on notice from the Association remedy the condition and, pending such remedy, shall cease using any appliance, fixture or equipment which may be creating the objectionable condition.

(f) Regulations and Insurance Standards. The Owner will comply with all the requirements of the Board of Fire Under-writers, insurance authorities and all governmental authorities and with all laws, ordinances, Rules and Regulations with respect to the occupancy or use of the Lot.

(g) Leasing/renting. Owners may lease/rent homes for terms of not less than thirty (30) consecutive days and the Notification of Rental Agreement form must be submitted to and acknowledged by ILA. A Lessee/Renter must abide by all Rules and Regulations established by the Board. These include restrictions pertaining to guests. Sub-lets of homes are prohibited. *Leasing/renting of lots are prohibited.*

SECTION 2. RESTRICTIONS ON THE USE OF COMMON LAND:

(a) Use of the Common Land shall be limited to that of the Owners, their guests, and tenants as defined by the Board in the Rules and Regulations.

(b) For any period during which any assessed Common Charge and/or Assessment remains delinquent, for any infraction of its published Rules and Regulations, or for any other violation as set forth in these Bylaws and the Covenants, the Board may suspend an Owner's right to use the Common Land, and other Common Land not necessary to give access to the highway for a period until delinquency/other violations are cured.

(c) Owners and their agents (including Builders, contractors, subcontractors, et al.) shall be prohibited from

the use of Common Lands, including Association roads, while in violation of any of the Covenants, Rules and Regulations, and these Bylaws ten (10) days after written notification. Such prohibition(s) will remain in effect until the delinquency/other violation(s) are cured.

SECTION 3. RULES AND REGULATIONS: Rules and Regulations concerning the use of the Lots and the Common Land may be made and amended from time to time by the Board. Copies of such Rules and Regulations shall be furnished by the Board to each Member in writing or published on the Association's website, prior to the time the same shall become effective.

SECTION 4. ABATEMENT AND ENJOINMENT OF VIOLATIONS: The violation of any Rule and Regulation adopted by the Board, or the breach of any obligation contained in the Bylaws, or the breach of any obligation contained in the Covenants, shall give the Board the right, in addition to any other rights set forth by these Bylaws:

(a) To enter the Lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that exists therein contrary to the intent and meaning of the provisions thereof, and the Board shall not thereby be deemed guilty in any manner of trespass.

(b) To enjoin, abate or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, at the cost of the Owner including reasonable attorneys' fees and costs.

(c) If the Board has adopted and published Rules and Regulations governing the use of the Property or any portion of them and the personal conduct of any Member, tenant or guest violates those Rules and Regulations, to suspend such use by any such Person for violation of such Rules and Regulations until delinquency/other violations are cured.

(d) To levy penalties against a Member for any such violation, in addition to the recovery of such damages as may have resulted therefrom. Collection of charges for damages or charges may be enforced against the Owner or Owners involved as if the charge were a Common Charge/Assessment owed by the particular Owner or Owners.

(e) To take any action of law or equity given to the Association as agent and attorney in fact for the non-defaulting Owners, as tenants-in-common in the Common Land, in enforcing these provisions, or provisions of the Covenants or Rules and Regulations or other provisions of law given to Owners as protection of their interests not otherwise limited herein.

ARTICLE XII

DAMAGE OR DESTRUCTION OF PROPERTY

SECTION 1. DUTY TO REPAIR OR RESTORE: Common Land damaged or destroyed shall be repaired or restored by the Association in its discretion and the Association may recover the costs of such repair or restoration from any Member who caused such damage or destruction in violation of the Rules and Regulation of the Association.

SECTION 2. PLANS AND SPECIFICATIONS: Any repair or

restoration must be either substantially in accordance with the original architectural and engineering plans and specifications. and shall also include such improvements and fixtures as may have been previously installed, or according to plans and specifications approved by the Board and by a majority of the Owners; and if the damaged property contains any lots. by all the Owners of the Lot Interest therein, which approval shall not be withheld unreasonably.

ARTICLE XIII

SPECIAL AWARDS

SECTION 1. PARTIAL PUBLIC TAKING WITHOUT DIRECT EFFECT ON LOTS. If part of the Common Property shall be taken or condemned by any authority having the power of eminent domain, such that no Lot is taken, all compensation and damages for and account of the taking of the Common Land, shall be payable to the Indian Lake Association.

ARTICLE XIV

RECORDS

SECTION 1. RECORDS: The Association shall keep detailed records of the actions of the Board, minutes of meetings of the Board, minutes of the meetings of the Owners, names of the Owners and addresses of domiciles of the Owners, and financial records, books of account and chronological listing of receipts and expenditures. Unless the Owner notifies the Association of change in ownership, the Association may rely on the names of Owners appearing in the records of the Association. Records shall contain the amount of each owner's Assessments, Common Charges, interest due, amounts paid, and unpaid balances.

SECTION 2. STATEMENT: A written report and statement summarizing all receipts and expenditures of the Association shall be made available by the Board to all Owners at least annually.

SECTION 3. EXAMINATION OF RECORDS: Each Owner and Mortgagee shall be permitted to examine the books of account of the Association at reasonable times on business days, following seven days prior written notice by mail to the Association.

ARTICLE XV

MISCELLANEOUS

SECTION 1. NOTICES: All notices hereunder shall be sent by mail to the Association at its office, to Owners to the address of the domicile appearing on the records of the Association, or to such other address as may have been designated by such Owner from time to time in writing to the Association; All notices from or to the Association shall be deemed to have been given when mailed, except notice of changes of address which shall be deemed to have been given when received. The Owners have the affirmative duty to notify the Association in writing of their current addresses.

SECTION 2. CAPTIONS: The captions herein are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

SECTION 3. GENDER: The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, the use of singular shall be deemed to include the plural, when the context so requires.

SECTION 4. TORT LIABILITY: Each Owner shall be deemed to have released and exonerated each other Owner and the Association, and the Association shall be deemed to have released and exonerated each Owner, from any tort liability other than that based on fraud or criminal acts to the extent that such liability is satisfied by proceeds of liability insurance carried by an Owner or by the Association.

ARTICLE XVI

INVALIDITY, CONFLICT AND WAIVER

SECTION 1. INVALIDITY: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

SECTION 2. CONFLICT: These Bylaws are set forth to comply with the requirements of Homeowners Association laws of Massachusetts, and the Covenants. In the event of any conflict between these Bylaws and the provisions of such laws or of the Covenants, the provisions of such laws, or of the Covenants, as the case may be, shall control.

SECTION 3. WAIVER: No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.

ARTICLE XVII

AMENDMENTS TO BYLAWS

SECTION 1. METHOD OF AMENDMENT: These Bylaws may be altered, amended or added to at any duly called meeting of the Owners, provided:

- (a) that the notice of the meeting shall contain a substantial statement of the proposed amendment; and
- (b) that the amendment be approved by two-thirds of the Members in attendance either personally or by proxy.

SECTION 2. EFFECT OF AMENDMENTS UPON ENCUMBRANCES: No amendment or modification of the Bylaws will affect or impair the validity or priority of any mortgage encumbering a Lot

Interest nor the validity or priority of any other proper lien.

SECTION 3. EFFECT OF AMENDMENTS UPON THE COVENANTS: No amendment to these Bylaws shall be effective if it creates an inconsistency in the Covenants, to the extent such inconsistency exists and the Covenants are not appropriately amended.