



**Bylaws
of the
Indian Park Association, Inc.**

**PO Box 921
Greenwood Lake, NY 10925
Telephone 845 477 3302**

**Website: www.indianpark-ny.com
Email address: info@indianpark-ny.com**

**Original Bylaws adopted 1936
Revised 1966, 1981, 1988, 2002 and 2005**

Table of Contents

Article I	Ownership	3
Article II	Officers and Their Duties	4
Article III	Trail Directors and Their Duties	6
Article IV	Committees	9
Article V	Financial Reporting	9
Article VI	Assessments, Penalties, Interest and Fines	12
Article VII	Meetings	14
Article VIII	Amendments	15
Article IX	Elections of Trail Directors and Officers	15
Appendix A	Legal Description of Indian Park	18

Article I: Ownership

Section 1

All owners of record of real property in the private community known as Indian Park, Greenwood Lake, New York (“Indian Park”) located in the Town of Warwick, New York, shall be owners of Indian Park Association, Inc. (“IPA”). For a full legal description of the area comprising Indian Park, please see Appendix A.

IPA is a homeowner association that acts on behalf of all owners of the Indian Park community. Formed in 1936, IPA is a corporation having its registered address at PO Box 921, Greenwood Lake, New York 10925.

Section 2

There are two categories of ownership:

- A. Owners in good standing are owners whose assessments are paid in full or owners whose assessments are in arrears but who are currently participating in a payment plan with IPA.
- B. Owners whose assessments have not been paid in full, and who have not entered into a payment plan are owners not in good standing and, as such, are entitled to none of the benefits of ownership of IPA; nor may they use the Beach facilities as guests of owners in good standing.

Section 3

Owners who are in good standing, together with their families, tenants and guests shall be entitled to use all the facilities and physical properties of IPA, such as use of roads, docks, “A” and “B” beaches and parking facilities at the beaches, Community House, etc., subject to the rules and regulations which shall, from time to time, be promulgated by IPA.

Section 4

Owners who are not in good standing shall be suspended and deprived of the benefits or services of IPA and the use of its facilities and physical properties, and shall be charged interest and penalty charges for late payments.

Section 5

All owners will be responsible for the conduct of their families, tenants and guests.

Section 6

All owners of record of real property who are in good standing shall be entitled at all meetings of IPA, to one (1) vote for each separately-assessed unit owned by him / her in Indian Park. An owner may delegate such voting right by written instrument or proxy filed with the Secretary of IPA. It is the intent and meaning of this Section that when title to property is held jointly or together with another, such joint or common ownership shall be entitled to one (1) vote only.

Section 7

All owners, their families, tenants and guests are subject to all applicable laws of New York State, the Town of Warwick, and Orange County, and must familiarize themselves with those laws.

Section 8

Owners are required to familiarize themselves, their families, tenants and guests with the contents of the IPA Bylaws and Owner Handbook and to abide by their rules and regulations.

Article II: Officers and Their Duties

Section 1

To be eligible to run for any office of IPA, a candidate must be at least 18 years of age and be an owner in good standing for at least one (1) year. No individual can hold, at the same time, more than one position on the Board of Directors or more than one officer position.

Section 2

All duly elected officers of IPA shall have the right to participate in the meetings of the Board of Directors and may vote at such meetings with the exception of the Vice President, who may only vote in the absence of the President.

The officers shall consist of a President, Vice President, Secretary, and Treasurer, each of whom shall serve for a period of three (3) years. All officers shall be ex-officio members of the Board of Directors for the term of their office. Whenever possible, all officers shall continue to hold their office until their successors are elected and can assume office.

Section 3

When there is more than one candidate for an office of IPA, the officers shall be elected by secret ballot (simple majority) at a general meeting of IPA to be called for that purpose.

Section 4

The President of IPA, or, in his / her absence, the Vice President, shall preside at all meetings of IPA; shall set the schedule of IPA meetings; shall determine the agenda for such meetings; and shall perform all the duties usually involved as a presiding officer.

Section 5

The Secretary of IPA shall publicize the date, time and place of all general ownership meetings. He / she shall notify each of the directors of board meetings as requested by the Chairperson of the Board of Directors. He / she shall conduct such other correspondence as may be required. The Secretary shall have custody of the Bylaws and of the Corporate Seal of IPA; take all minutes of the meetings; and shall execute all writings as he / she may be officially instructed and authorized to do.

Section 6

The Treasurer shall be charged with the collection of assessments and custody of funds of IPA and their disbursement under the direction of the Board of Directors. He / she shall keep all financial records, records of all owners in good standing, send-out bills for all assessments and issue all indicia of ownership to entitle all paid-up owners to the privileges of IPA.

At the meetings of IPA and at any other time when requested by the Board of Directors, the Treasurer shall make a full written report covering the financial transactions of IPA. The Treasurer shall attend the meetings of the Board of Directors when so requested and shall furnish to said Board of Directors such financial statements and information as it shall desire. The Treasurer shall post a bond for the faithful performance of his / her duties and obligations in an amount determined by the Board of Directors, the cost of which said bond shall be paid by IPA. The Treasurer may appoint an assistant of his / her choosing to help him / her carry-out the administrative duties of his / her office.

Section 7

No officer or owner of IPA shall have the authority to contract for, or negotiate, or sign any paper or any legal documents for, or on behalf of, IPA, or place any liability or obligation of any kind against IPA, except when properly authorized to do so by the Board of Directors at a meeting duly held by the Board of Directors.

Section 8

All contracts made by IPA, legal transactions, documents and papers made between IPA and others shall bear the signatures of the proper and duly authorized officers of IPA and shall have the Corporate Seal of IPA attached thereto.

Section 9

Any officer who is absent from three (3) consecutive meetings of the Board without sufficient excuse or reason for said absence shall forfeit their office. Any officer who ceases to be an owner in good standing shall forfeit their office. Such vacancy thus created shall be filled by an owner in good standing elected by a majority vote of the Board and that owner shall serve to the end of the vacating officer's term.

Officers will be relieved of their duties if they fail to perform them adequately or for conduct unbecoming an officer of IPA. Removal of an officer must be approved by two-thirds (2/3rds) of the Directors attending a Board meeting.

Section 10

Officers of IPA are authorized to assess damage to commonly-owned property, such as IPA roads, the beach properties, culverts and swales, etc., caused by an individual owner, family owner, tenant or their guests, and to collect money and charge interest and penalties for any such damage.

Article III: Trail Directors and Their Duties

Section 1

To be eligible to run for a Directorship of IPA, a candidate must be an owner of record of real property in Indian Park or a member of the immediate family of such owner of record of real property in Indian Park. Any candidate must also be an owner in good standing with IPA for at least one (1) year. No individual can hold, at the same time, more than one position on the Board of Directors.

Section 2

The Board of Directors shall comprise ten (10) owners elected by the ownership of IPA, plus the President, Treasurer and Secretary of IPA, who shall be ex-officio members of the Board.

The ten elected owners of the Board of Directors shall represent and be elected as follows:

- One representing Lower Brook Trail (1-88) and Forest Lane
- One representing Middle Brook Trail (89-152)
- One representing Upper Brook Trail (153-225) and Erica Lane
- One representing Deer Trail North (52-end)
- One representing Deer Trail South (1-51), Slavin's Hill and Sky Top Terrace
- One representing Frank Street, Lock Lane, and Woody Trail
- One representing Indian Trail
- One representing Lake Trail North (53-93) and Jersey Ave. (below house #465) (377-461)
- One representing Lake Trail South (1-52)
- One representing Rocky Trail and Jersey Ave.(465-497)

Section 3

The Board of Directors shall be presided over by a Chairperson who shall be elected annually by the members of said Board from among its elected ownership.

Section 4

All duly elected directors of IPA shall have the right to participate in the meetings of the Board of Directors, and may vote at such meetings.

Section 5

All members of the Board of Directors shall be elected to serve for a period of three (3) years.

Section 6

It shall be the duty of the Board of Directors to prepare a tentative budget for the next ensuing year showing the proposed receipts and expenditures and a record of receipts and expenditures for the current year.

Section 7

The Board of Directors may recommend from time to time such compensation, as may be deemed just and proper, to any officer of IPA, or other person who has rendered suitable and meritorious service to IPA. The recommendation must be subject to approval of two-thirds (2/3rds) of the ownership present and voting at a general meeting.

Section 8

At any regular or special meeting of the Board of Directors, if there be present seven (7) members thereof, they shall constitute a quorum. They shall have, and are hereby vested with, the power to transact such business as shall legally come before them. However, no resolution of the Board of Directors authorizing IPA to purchase, lease or otherwise acquire or to sell, lease or otherwise dispose of real property shall be valid unless the same is in writing and subscribed to by not less than seven (7) members of the said Board of Directors and approved by a majority vote of the owners of IPA at any regular or special meeting of IPA.

Section 9

The Board of Directors shall have, and hereby is vested with, the power to make such rules and regulations for the orderly conduct of its meetings and functions as it shall deem advisable, provided, however, that such rules and regulations do not contravene or violate the provisions of these Bylaws.

Section 10

IPA operates on a fiscal year basis, beginning April 1st through March 31st. The Board of Directors shall meet at least 4 times throughout that period, at a time and place to be fixed by said Board of Directors. Any other meeting or special meetings of the Board of Directors may be called by the Chairperson and must be called by him / her whenever so requested in writing by six (6) or more members of the said Board of Directors

Section 11

Any director who is absent from three (3) consecutive meetings of the Board without sufficient excuse or reason for said absence shall automatically lose his / her membership on said Board. Any director who ceases to be an owner in good standing shall lose his / her membership on said Board. Such vacancy thus created shall be filled by an owner in good standing elected by a majority vote of the Board who shall serve to the end of the vacating director's term.

Directors will be relieved of their duties if they fail to perform them adequately or for conduct unbecoming a Board member.

Removal of a director must be approved by two-thirds (2/3rds) of the directors attending a Board meeting.

Section 12

Any vacancy created by resignation or otherwise of a director shall be filled by another candidate selected by a majority vote of the Board, and such owner shall serve to the end of the vacating director's term.

Section 13

Directors of IPA are authorized to assess damage to commonly-owned property, such as IPA roads, the beach properties, culverts and swales, etc., caused by an individual owner, family member, tenant or their guests, and to collect money and charge interest and penalties for any such damage.

Article IV: Committees

Section 1

An Executive Committee handles the day-to-day business of IPA. It comprises the President, Vice President, Treasurer and Secretary.

Section 2

The President shall appoint such committees as are needed for the efficient administration of IPA.

Article V: Financial Reporting

Section 1

The proposed budget for the coming year, prepared by the Treasurer and approved by the Board of Directors, shall be posted and available to the owners of IPA for their inspection at least thirty (30) days prior to the vote that shall take place at an August general meeting of owners of IPA each year.

If the proposed budget obtains a simple majority of those owners voting, it is thereby accepted as the budget for the coming year, and will determine the assessments for the coming year. In the event that the proposed budget fails to get a simple majority of those owners voting, the previous year's assessment structure shall remain in effect.

Section 2

IPA's accounting methods shall conform to GAAP (Generally Accepted Accounting Principles).

Section 3

Annual Report of Directors – The Board of Directors shall present at the April general meeting of owners a report, verified by the President and Treasurer or by a majority of the directors, showing in appropriate detail the following:

1. IPA's assets and liabilities at the end of the twelve-month fiscal period (April 1st – March 31st).
2. The principal changes in assets and liabilities during said fiscal period.
3. The revenue or receipts of the corporation for particular purposes during said fiscal period.
4. The expenses or disbursements of the corporation during said fiscal period.
5. The number of owners at the date of the report, together with a statement of increase or decrease in such number during said fiscal period, and a statement of the place where the names and places of residence of the current owners may be found.

This report will be updated quarterly and will be presented to a meeting of the Board of Directors and to a general meeting of owners. The report will include but not be limited to the following:

- Income and Expenditure Report
- Actual vs. Budget Report

The annual report of directors shall be filed with the records of IPA and either a copy or an abstract thereof entered in the minutes of the proceedings of the annual meeting of owners.

An independent Audit Committee will be formed to review IPA's accounts on an annual basis. This committee will comprise three (3) Indian Park volunteer owners in good standing who are not officers of IPA.

Section 4

Reserve Fund – IPA shall establish a reserve account for replacement of all items of common property which will normally require replacement, in whole or in part, in more than three (3) years and less than thirty (30) years and have a minimum repair or replacement cost of \$1,000.00, and the acquisition of additional property as the Board of Directors may see fit. Subject to IPA’s liquidity requirements and forecasted cash flow needs, the monies comprising the reserve fund may be invested in the name of IPA in any FDIC-insured bank deposit or US Government security having a maximum maturity of twelve (12) months. IPA’s surplus operating funds may be similarly invested.

The monies in this reserve fund, however, may not be expended except by authorization of a two-thirds (2/3) vote of the full Board of Directors.

The amount to be contributed to the reserve fund shall be determined by a reserve study to be presented to the Board with the budget for the following year.

The reserve study shall include:

1. Identification of all items for which reserves are required to be established;
2. The estimated remaining useful life of each item as of the date of the reserve study;
3. The estimated cost of maintenance, repair or replacement of each item at the end of its useful life.

The reserve account may be used only for maintenance, repair and replacement of common property for which reserves have been established and is to be kept separate from other funds. However, the Board of Directors may borrow funds from the reserve account to meet high seasonal demand on the regular operating funds or to meet other temporary expenses. Funds borrowed to meet temporary expenses under this section must be repaid.

Assessments paid into the reserve account are the property of IPA and are not refundable.

Article VI: Assessments, Penalties, Interest and Fines

Section 1

Owners operating their properties as multi-family dwellings (whether obtaining rent or not from their tenants) are required to pay the full annual and special assessments for each tenant unit.

1. Owners must pay the full assessment for each additional unit, whether occupied or empty.
2. Owners of undeveloped property within Indian Park are required to pay the full annual assessments on each and every non-contiguous lot.

Section 2

The assessments are to be paid to the Treasurer to be deposited to a checking account in the name of IPA. Annual and special assessments paid are the property of IPA and are not refundable. Withdrawals are to be made only by check signed jointly by two of the parties authorized by the Board. The said assessments are to be spent only for the good and welfare of IPA as decided by the Board of Directors and subject only to the directions specified in the budget or by any other resolution passed by the said Board of Directors.

Section 3

Officers and chairpersons of various committees may spend a sum not exceeding five hundred dollars (\$500) in the event of emergency, but such expenditure must be ratified by two-thirds (2/3) of the Board of Directors.

Section 4

Special assessments may be levied by the recommendation of a majority of the Board of Directors and approval of two-thirds (2/3) of the ownership present and voting at a general meeting.

Section 5

The Bylaws of IPA grant power to the Board of Directors to levy assessments against owners. IPA's economic wellbeing relies on the timely payment of those assessments and other allowable charges. Amounts payable to IPA include but are not limited to regular assessments, special assessments, fees or fines for the enforcement of IPA's Bylaws; cost of repairs to the common area that are an owner's responsibility; legal fees and other costs associated with collection of funds on behalf of IPA.

It is the Board's duty to use its best efforts to collect funds owed to IPA, and the following collection procedures shall be implemented:

1. Payment Schedule – Payment of annual and special assessments must be postmarked within thirty (30) days of invoice date each year unless a payment plan is in place. Assessments not paid within 30 days of invoice date will be considered delinquent. Payments received will be applied to the oldest charge first.
2. Late Fees and Interest Charges - A late fee of \$15.00 shall be charged on all delinquent annual or special assessment balances. A \$25.00 insufficient funds charge will apply to any check returned by the bank. Any balance older than thirty (30) days will incur interest charges on the unpaid balance at the maximum rate permitted by law from the due date until the date paid in full.
3. Lien Filing - IPA may file a lien against the property of any owner whose account is sixty (60) days or more delinquent and that has a balance due of \$500 or more. All costs for preparing, recording and satisfying liens shall be added to the amount of the lien and shall be payable by the owner of record of said property.
4. Collection Services – If a delinquent account is referred to an attorney for collection, the owner shall be charged IPA's attorney fees and related costs.
5. Administrative Charges – IPA may charge the owner additional administrative charges incurred for, but not limited to:
 - Fees charged by a Property Manager / Agent to collect funds payable to IPA.
 - Owner bankruptcy.
 - Foreclosure action or deed in lieu of foreclosure.
 - Notification, filing and satisfying liens.
 - Enforcement of IPA's Bylaws.
 - Litigation.
 - Coordinating repairs to damage caused to IPA's common areas resulting from the acts of owners, their families, tenants or guests.

Section 6

In the case of financial hardship, IPA is prepared to consider entering into a payment plan for the payment of current assessments or assessments in arrears by monthly installment payments. The Board will customize a payment plan with the owner of record. Provided that the agreed payment schedule is maintained, interest will be charged at a concessionary rate (currently 6% p.a.), and late fees will be waived.

Section 7

In the event that an owner is in violation of IPA's Bylaws, the Board of Directors shall assess fines and / or penalties.

Any fines and penalties not paid within thirty (30) days will be added to the annual assessments and will accrue interest.

Article VII: Meetings

Section 1

At least three (3) general meetings of owners of IPA shall be held each year at the Community House. These meetings may be held on any weekend as determined by the President between April 15th and October 15th of each year. At each of these meetings, the Treasurer and the Board of Directors shall submit their reports. IPA may transact any other business that may legally come before it at each meeting.

Section 2

At a July general meeting of owners of IPA, in addition to the transaction of any other business that may properly come before it, IPA shall proceed with the nomination of candidates for any office or directorship that may be vacant.

Section 3

At an August general meeting of owners of IPA, IPA shall consider any further nominations of officers and directors that are to be elected and to proceed at said meeting with the election of such officers and directors.

The term of office of officers and directors shall commence immediately following election.

Also, at an August general meeting of owners of IPA, the ownership will vote on the budget for the following fiscal year.

Section 4

Special meetings of IPA shall be held at the discretion of the President whenever he / she may deem it necessary. The President, however, shall call any special or general meeting of owners upon the written request of six (6) members of the Board of Directors or of twenty-five (25) owners of IPA.

Article VIII: Amendments

Section 1

These Bylaws may be added to, amended or revised by a two-thirds (2/3) majority of the owners of IPA present and voting at any regular or special meeting, provided, however, that such proposed amendment or revision has been presented at three (3) consecutive meetings prior thereto.

Article IX : Election of Trail Directors and Officers

Section 1

All owners of record of real property who are in good standing may vote in the election of members of the Board of Directors, having one vote for each separately-assessed unit.

Section 2

An Election Committee shall be formed to organize nominations and elections and answer questions or to resolve disputes pertaining to nominations and decisions. The Election Committee shall consist of three (3) owners selected by the Board of Directors approximately one (1) month prior to the scheduled date for an election. Any owner in good standing shall be eligible to serve as a member of the Election Committee, with the exception of candidates for office. A Chairperson for the Election Committee will be elected by the Election Committee members.

Section 3

Only owners in good standing are eligible for nomination. Nominations may be made from the floor at any or all of IPA's general meetings in April, July or August. No officer or director of IPA may be elected to the same position for more than two (2) consecutive terms, unless there is no other qualified candidate for that position.

If no-one is nominated for a particular office, the Board of Directors shall seek an owner in good standing to assume the vacant office and to serve to the end of the term.

In the event that there are no candidates for Trail Director for any given road and residing on that road, the Board of Directors will seek a nominee from another road.

Section 4

Elections shall take place at an August meeting of IPA.

Ballots shall be prepared under the supervision of the Election Committee two (2) weeks prior to the election. The form of the ballot shall be within the discretion of the Election Committee. The ballot forms shall be retained by the Election Committee until distributed in accordance with the rules for elections.

An absentee ballot form may be used by owners in good standing who are unable to attend the scheduled election meeting. Absentee ballot forms may be obtained from a member of the Election Committee not less than fourteen (14) days prior to the scheduled election meeting.

Absentee ballot forms must be completed and delivered to a member of the Election Committee prior to the distribution of in-person ballots at the scheduled election meeting. The name of the voter must not appear on the absentee ballot itself. Absentee ballots must be delivered in a sealed envelope, on which the name of the absentee voter must be written legibly.

At the conclusion of the election, the absentee ballots shall be separately opened and the envelopes and ballots shall be retained separately.

If there is only one nominee for a particular office, the Secretary of IPA shall cast a vote of one (1) just prior to the distribution of in-person ballots and no further balloting shall take place for that office. There will be no write-ins for that office.

When all ballots have been distributed, the Chairperson shall call for anyone else wishing to receive a ballot. Distribution of ballots shall cease thereafter.

The Chairperson will then request that ballots be handed in at a designated location. After all ballots have been handed in, he / she will make open inquiry as to whether any others remain. Thereafter, the election will end.

Section 5

The Election Committee shall count all ballots immediately following the election. For each office, the candidate with the highest number of votes shall be considered elected. If more than two candidates run, the successful candidate need not have a majority of the total votes cast.

Blank votes do not count and are considered void.

Owners may vote for only one (1) candidate for each office. If a ballot specifies more than one candidate per office, that ballot is considered invalid. If more than one ballot per owner is submitted on an absentee ballot, none shall be considered valid.

Small technical errors such as mis-spelling of a word or name do not render a vote invalid, provided that the meaning of the ballot is clear.

Unintelligible ballots are treated as invalid.

Absentee ballots and in-person ballots shall be kept and counted separately.

The Election Committee shall hold the ballots for 670 days with absentee and in-person ballots being kept separately.

In the event of a tie in an election for office, the two candidates having the highest number of votes shall contest a run-off election approximately one (1) week after the original election. The run-off election shall be conducted in essentially the same manner as the original election so far as is practicable.

All disputes shall be referred in writing to the Election Committee.

Complaints shall clearly state the exact basis of the charges and shall be signed by the complaining party. Complaints shall be restricted to a numerical dispute greater than the win / loss margin or another impropriety that would materially affect the result of the election. Complaints must be received by the Election Committee either immediately following the election or immediately following discovery of the complained impropriety.

The Election Committee shall meet and consider all properly-submitted complaints and shall take appropriate action within a reasonable amount of time. The Election Committee's decisions shall be final and binding.

Section 6

At the conclusion of the counting, the results of the election shall be reported by the Election Committee to the Chairperson. The Chairperson shall then read aloud to the meeting the results of the election. The full vote shall be recorded and become a part of the minutes of the meeting.

-o0o-

Appendix A

Legal Description of area comprising Indian Park Greenwood Lake, NY

The lots located in Indian Park are specifically shown and designated on the following five (5) maps filed in the Orange County Clerk's Office:

- a) Map of Greenwood Lake Terrace, Section No. 1, dated October 21st, 1929, filed November 15th, 1929, as Map No. 709.
- b) Map of Greenwood Lake Terrace, Section No. 2, dated August, 1930, filed July 5th, 1933, as Map No. 707.
- c) Map of Indian Park, Malverne Building Co., at Greenwood Lake, Section No. 1, dated April 23rd, 1933, filed August 24th, 1933, as Map No. 1011.
- d) Map of Indian Park, Malverne Building Co., at Greenwood Lake, Section No. 2, dated February 6th, 1934, filed April 11th, 1934, as Map No. 1010; and
- e) Map of Indian Park, Malverne Building Co., at Greenwood Lake, Section No. 3, dated August 1st, 1934, filed August 25th, 1934, as Map No. 1013.

The lots detailed on the above-named maps include those located on the following interior roads of Indian Park:

Brook Trail, Deer Trail, Eric Lane, Forest Lane, Frank Street, Indian Trail, Lake Trail, Lock Lane, Rocky Trail, Skytop Trail, Slavins Hill and Woody Trail;

as same are presently configured or as same may from time to time be located within the boundaries of Indian Park.

-o0o-

IPA Bylaws, Approved 8-21-05