

A.A.L.S.I.A.

Amesbury Attitash Lake Shores Improvement Association, Inc.
Lake Attitash
Amesbury, MA

ARTICLE I

Name, Location and Purpose

Section 1 The name of this Corporation shall be Amesbury Attitash Lake Shores Improvement Association, Inc. (A.A.L.S.I.A), hereinafter referred to as the "Association". The principal office of the Association shall be located in the City of Amesbury, Massachusetts. The Association shall have a seal.

Section 2 The purposes of the Association are as follows:

To promote the general welfare of the Attitash Lake Shores neighborhood. To foster and cultivate the social and recreational relations of its Members. To encourage among its Members close personal acquaintance and a friendly spirit of mutual cooperation. To own land for the common use of its Voting Members. To allow utilization of said land for the common use of its Non-voting Members. To perform and encourage educational, social, and civic activities and to do all things necessary and permissible under General Laws Chapter 180; not to include the right to apply for a license to sell alcoholic beverages.

ARTICLE II

Membership and Meetings

Section 1 (a) Any owner of land or dwelling of record either under a deed duly recorded with the Registry of Deeds or with the records of the Registry of Probate in the County of Essex relating to land or dwellings situated at Attitash Lake Shores in the City of Amesbury, hereinafter referred to as "owner", and the owners "household" to include, at the discretion of the owner and/or Board of Directors, immediate family members, partners and significant others, shall be eligible for a Voting Membership in the Association. If there is more than one owner, then they and the "household" shall be eligible for a Group Voting Membership with one vote for the Group.

Section 1 (b) Any legal tenant of land or dwelling of record either under a deed duly recorded with the Registry of Deeds or with the records of the Registry of Probate in the County of Essex relating to land or dwellings situated at Attitash Lake Shores in the City of Amesbury, hereinafter referred to as "tenant", and the tenants "household" to include, at the discretion of the landlord and/or Board of Directors, immediate family members, partners and significant others, shall be eligible for a Non-voting Membership in the Association. If there is more than one tenant, then they and the "household" shall be eligible for a Group Non-voting Membership. Non-Voting Members do not have the right to vote.

Section 1 (c) If there are multiple units within a single dwelling, each unit is required its own Membership in the Association.

Section 1 (d) A non-resident owner/landlord and their tenant may both be Members, however they are to have separate Memberships (Voting and Non-Voting, respectively) in the Association.

Section 2 No Member referred to in Section 1 (a) and (b) shall engage in any commercial, semi-commercial, or organizational activities on the property outside of the Associations activities or shall allow or permit the use of the property or the common beach area by any person or persons outside of Members. In the event that a Member engages in violation of the above, or has unpaid fines the Board of Directors shall have the right to revoke, cancel or deny the Membership or affiliated Group Membership.

Section 3 A Voting Member of the Association must be in good standing with fully paid dues to be entitled to a right to vote. New Voting Members are to be paid in full to be entitled to the right to vote.

Section 4 There shall be an Annual Meeting of the Association, held at such hour and place within the City of Amesbury, as the Board of Directors may designate and said Meeting shall be held during the month of ~~May~~ in each year for the election of the Directors, and the transaction of such other business as may come before the Meeting for action. A written call of Meeting stating the place, day and hour thereof, shall be given by the Board of Directors at least seven days before the Annual Meeting by mailing to all Members at the addresses (physical, electronic or other commonly accepted business practice) of the Members and by at least two postings, including but not limited to postings on social media, with at least one posting being a written notification posted in a public area within the Attitash Lake Shores neighborhood.

Section 5 Quorum and Proxy Votes for Annual Meeting

- a) Twenty five percent of the Association, in good standing and entitled to vote, shall constitute a quorum.
- b) ~~Members in good standing may vote by proxy on a form provided by the Board of Directors at least 7 days prior to the annual meeting. Proxy votes will count toward a quorum and a majority.~~
- c) ~~If less than a quorum be present, any Meeting may, without further notice, be adjourned to a subsequent date or until a quorum be had. Notice of all Meetings of the Association shall state the purpose for which the Meetings are called.~~

~~**Section 6 (new):** 51% of the Association membership in attendance or voting by proxy shall constitute a majority vote, which is necessary for a motion to pass.~~

Section 7 Special Meetings of the Association may be called by the President or by a majority of the Board of Directors, in which the Special Meeting would be called by the Secretary or in case of the death, absence, incapacity or refusal of the Secretary, by any other Officer upon written application of ten or more Members who are entitled to vote at the Meetings, stating the time, place and purpose of the Meeting.

ARTICLE III

Board of Directors

Section 1(a) Full control and management of the affairs of the Association, except as to those matters conferred by law of these By-Laws upon the Members or Officers of the Association, shall be vested in and exercised by a Board of nine Directors who shall be elected by the Voting Members at the Annual Meeting or at any Special Meeting. Only one Member within a Voting Member "household", in good standing, can be elected to the Board of Directors. The term of office of the Directors shall be for a period of three years with one third of the membership of the Board of Directors retiring each year. The term of office of the Board of Directors shall begin immediately upon their election and shall continue for the full election term unless they are removed at their own written request, by death, or failure of payment of dues. Any Member of the Board of Directors who fails to attend three consecutive Meetings of the Board of Directors may be removed from the Board of Directors at the discretion of the Board of Directors.

Section 1(b) A director has a vote on each matter before the board. A director is defined as a member of the Association who either:

- 1) ~~Has been approved by majority vote at an annual meeting to serve on the board of directors, or~~
- 2) ~~Is appointed by the board to a vacancy due to an unfilled term.~~

Section 1(c) Directors whose terms are expiring and are unable to attend the Annual Meeting, will indicate to the Board of Directors in writing of the intent to "Run" or "Not Run" for re-election.

Section 2 Regular Meetings of the Board of Directors shall be throughout the year as needed. Regular Meetings of the Board of Directors may be held without notice immediately after and at the same place as any Annual or Special Meetings of the Association.

Section 3 Special Meetings of the Board of Directors may be held at any time. Special Meetings may be called by the President.

Section 4 A quorum of 51% of the Directors in office must be present to conduct business at a meeting. A vote will carry with 51% approval by the Directors present.

Section 5 The Board of Directors is committed to conducting itself with integrity and to protecting the Association's interests. To do so, the board will require that each Director must disclose any actual or perceived conflict of interest. A conflict of interest is any transaction that might benefit the private interest of a director directly or indirectly. The disclosure will be provided in writing and must be approved by all members of the Board of Directors prior to approval and initiation of the transaction. The disclosure must become part of the written record of the meeting.

Section 5. A Director who is a member, stockholder, trustee, director, officer or employee of any firm, corporation or association with which the Association contemplates contracting or transacting business (the "Interested Director") shall disclose his or her relationship or interest to the other Directors acting upon or in reference to such contract or transaction. No Director so interested shall vote on such contract or transaction, but he or she may be counted for purpose of determining a quorum. The affirmative vote of a majority of the disinterested Directors shall be required before the Association may enter into such contract or transaction.

Where the Board of Directors consists of one (1) Director, and such Director is the Interested Director, before the Association may enter into such contract or transaction, the sole Director must obtain a written finding by special independent legal counsel (independent of both such sole director and the Association). Such written finding shall state that, based upon a reasonable investigation of the relevant facts as described in such opinion, the Interested Director appears to have acted in good faith in the reasonable belief that such contract or transaction is in the best interests of the Association and is fair to the Association (i.e., would be substantially similar if entered into with a third party).

In case the Association enters into a contract or transacts business with any firm, corporation or association of which one or more of its Directors is a member, stockholder, trustee, director, officer or employee, such contract or transaction shall not be validated or in any way affected by the fact that such Director or Directors have or may have interests therein which are or might be adverse to the interests of the Association. No Director or Directors having disclosed such adverse interest shall be liable to the Association or to any creditor of the Association or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Director Directors be accountable for any gains or profits to be realized thereon.

Section 6. Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

ARTICLE IV

Officers

Section 1 The Officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary/Clerk. The Officers of the Board of Directors shall be elected annually by the Board of Directors. The term of office of the President, Vice-President, Treasurer and Secretary/Clerk shall begin immediately after their election and continue until the next Annual Meeting or until their successors be elected and qualified.

Section 2 The President shall be the Chief Executive Officer of the Association and shall perform such duties and exercise such powers in addition to the duties and powers which he/she has by law and these By-Laws as the Board of Directors may, from time to time, prescribe and subject to such conditions and restrictions as the Board of Directors may from time to time impose. He/she shall have the custody of historic contracts, books, records, original seal, By-Laws, Board Minutes, and documents and other papers and shall safely keep the same. The President shall preside at all Meetings of the Association and of the Board of Directors at which he/she is present.

Section 3 The Treasurer may give bond to the Association and the Association may pay all expenses required for the securing of said bond. The bond may be for the faithful performance of his/her duties and may be subject to such conditions and restrictions as the Board of Directors may, from time to time prescribe. He/she shall have the custody of all current year monies, contracts, books, records, documents and other papers belonging to the Association and shall safely keep the same. He/she shall collect all monies from time to time due and owed to the Association and shall disburse the same pursuant to the contracts and obligations of the Association in accordance with the orders of the Board of Directors of the Association. He/she shall execute and deliver in behalf of the Association all such instruments under its common seal as may be ordered by the Association or the Board of Directors, unless their execution and delivery is otherwise provided for by vote and he/she shall in general perform such other duties as the Board of Directors shall from time to time prescribe including but not limited to the electronic filing of Form 990N (e-Postcard) with the IRS annually before 12/15 for the previous fiscal year.

Section 4 Secretary/Clerk shall notify the Members of the Association and Directors when so required by law or by these By-Laws of their respective Meetings and shall perform such other duties as the Board of Directors and the Association from time to time shall prescribe including but not limited to notification of the Annual Meeting and the Association filing/Registration with the City and the State.

Section 5 All deeds, contracts, checks and other instruments of every kind and description of the Association shall be signed accepted or endorsed by the President and or Treasurer.

Section 6 All bills against the Association must be approved by the Board of Directors before payment is made by the Treasurer.

Section 7 Vacancy of an Officer in the Board of Director shall immediately be filled by the a Board of Director for the un-expired term of such office.

Section 8 Voting Members may at any regular or Special Meetings of the Association called for the purpose, by a majority vote of the total Members in good standing and entitled to vote, remove from office any Officer or Director and elect his/hers successor, or likewise remove from Membership any Member of the Association.

Section 9 -Roberts Rules shall be used in conducting Meetings.

ARTICLE V

Fiscal Calendar

Section 1 The fiscal year of the Association shall begin with the first day of July, in each year and end with the thirtieth day of June, in each following year.

ARTICLE VI

By-Laws, Policies and Dues

Section 1 These By-Laws may be amended, altered or repealed at any Annual or Special Meeting of the Association by the affirmative vote of three fourths of the Voting Members of the Association present and in good standing, provided the meeting has been duly called and that notice of such proposed amendment, alteration or repeal is given in the call of the Meeting.

a. **Section 2** From time to time, the Board of Directors may, promulgate any policies for the conduct of the Members on Association property and shall have the power to amend policies - via a Board of Directors majority vote. **Members are responsible for complying with AALSIA bylaws, policies and rules.**

Section 3 From time to time, the Board of Directors may determine the requirements with reference to fees and dues via a Board of Directors majority vote.

ARTICLE VII

Re-Admission of Members

Section 1 Any Member who is suspended from Membership for non-payment of dues and reapplies for Membership at a future date must pay all dues in arrears at the time of his suspension or one hundred fifty dollars (\$150.00) whichever is less.

ARTICLE VIII

Insurance

Section 1 The Board of Directors is authorized to purchase liability insurance by majority vote, including:

- a) Property Liability Insurance,
- b) Directors and Officers Insurance
- c) Other insurance that it deems necessary to protect the Association and the Board of Directors in performing their official duties.

ARTICLE IX

Indemnification

Section 1 The Association shall indemnify the Officers and Directors, collectively or individually, of any liability for decisions they have made or actions they have taken in good faith.

Section 1. The Association shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a director or officer of the Association, against all expenses and liabilities (including reasonable counsel fees, judgments, fines, excise taxes, penalties and amounts payable in settlements) reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative or investigative, in which such person may become involved by reason of serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless he or she is successful on the merits, the proceeding was authorized by the Association or the proceeding seeks a declaratory judgment regarding his or her own conduct), provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Association; and provided, further, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, the payment and indemnification

thereof have been approved by the Association, which approval shall not be unreasonably withheld, or by a court of competent jurisdiction. Such indemnification shall include payment by the Association of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated to not be entitled to indemnification under this section, which undertaking may be accepted without regard to the financial ability of such persons to make repayment.

Section 2. Where indemnification hereunder requires authorization or approval by the Association, such authorization or approval shall be conclusively deemed to have been obtained, and in any case where a Director of the Association approves the payment of indemnification, such director shall be wholly protected if:

(a) the payment has been approved or ratified (i) by a majority vote of a quorum of the Directors consisting of persons who are not at that time parties to the proceeding, or (ii) by a majority vote of a committee of one or more Directors who are not at that time parties to the proceeding and are selected for this purpose by the full board (in which selection directors who are parties may participate); or

(b) the action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the Association) appointed for the purpose by vote of the Directors or in the manner specified in clauses (i) or (ii) of subparagraph (a); or

(c) the payment is approved by a court of competent jurisdiction; or

(d) the Directors have otherwise acted in accordance with the applicable legal standard of conduct.

Section 3. Any indemnification or advance of expenses under this Article shall be paid promptly, and in any event within thirty (30) days, after the receipt by the Association of a written request therefore from the person to be indemnified, unless with respect to a claim for indemnification the Association shall have determined that the person is not entitled to indemnification. If the Association denies the request or if payment is not made within such 30-day period, the person seeking to be indemnified may at any time thereafter seek to enforce his or her rights hereunder in a court of competent jurisdiction and, if successful in whole or in part, he or she shall be entitled also to indemnification for the expenses of prosecuting such action. Unless otherwise provided by law, the burden of proving that the person is not entitled to indemnification shall be on the Association.

Section 4. The right to indemnification under this Article shall be a contract right inuring to the benefit of the Directors, officers and other persons entitled to be indemnified hereunder and no amendment or repeal of this section shall adversely affect any right of such Director, officer or other person existing at the time of such amendment or repeal.

Section 5. The indemnification provided hereunder shall inure to the benefit of the heirs, representatives, executors and administrators of a Director, officer or other person entitled to indemnification hereunder.

Section 6. The right to indemnification under this section shall be in addition to and not exclusive of all other rights to which such Director, officer or other persons may be entitled. Nothing contained in this section shall affect any rights to indemnification to which the Association's employees or agents, other than directors, officers or other persons entitled to indemnification hereunder, may be entitled by contract or otherwise by law.

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