Parcel Identification Number: 27-000-25-0001.A0-00000

Fairview Township

Property Location; Lewisberry Road, Lewisberry, York County, PA

**SILVER LAKE COMMUNITY ASSOCIATION, INC.**

BYLAWS

Lewisberry, PA

(As Amended and Restated – June 2023)

Effective September 1, 2023

**ARTICLE I**

**NAME AND PURPOSE**

1.1 NAME

The name shall be the SILVER LAKE COMMUNITY ASSOCIATION (Association). It is a non-profit corporation organized under the Articles of Incorporation dated September 10, 1945, and existing under the laws of the Commonwealth of Pennsylvania.

1.2 PURPOSE

The purposes of the Association shall be:

1. To protect the water rights of the body of water known as Silver Lake in Fairview Township, York County, Pennsylvania.
2. To maintain the feeder streams to Silver Lake in proper condition to allow free flow of water to Silver Lake and to maintain the present charter rights to these streams.
3. To foster cooperative effort of all property owners of Silver Lake to preserve the best possible conditions, in the colony known as Silver Lake, pertaining to sanitary, social, economic affairs and the general welfare of the community without profit to the corporation.
4. To maintain ownership of Silver Lake and acquire adjoining lands situate in Fairview Township, York County, Pennsylvania together with water rights therein.

**ARTICLE II**

**DEFINITIONS**

2.1 DEFINITIONS

1. Delivered: delivery is acceptable by either hand-delivery, mail, or electronic mail.
2. Fiscal Year: the fiscal year of the Association shall run concurrent with the calendar year.
3. Fees: maintenance fees, special assessments, and fines shall support the Purpose of the Association as written above.
4. Membership: Member(s) and Voluntary Member(s) regardless of whether or not they are Member(s) in Good Standing.
   1. Member(s): all record owners of real property bordering or otherwise adjacent to Silver Lake with deeded access regardless of whether or not they are a Member in Good Standing.
   2. Voluntary Member(s): persons within the Silver Lake Community boundaries (as defined below) who are not required, in their property deed (current and historical), to become Members but choose to voluntarily do so and are admitted to permanent voluntary membership by the Board, and after the persons desiring admission have signed a contract requiring them to follow the Association bylaws and pay all maintenance fees and special assessments until such time as they dispose of their property.
      1. Voluntary Membership status may not be terminated until they have disposed of the property.
      2. Voluntary Members are responsible for timely payment of all annual maintenance fees, special assessments, and fines levied as noted in the bylaws including all costs of collections on behalf of the Association against them or their property.
   3. Member(s) in Good Standing: all Members, including Voluntary Members, whose annual maintenance fees, special assessments, and fines, if applicable, are paid and current as of the date of an annual meeting or special meeting.
5. Retained Earnings (referred to in the Equity section of the Association’s Balance Sheet as “Unrestricted Net Assets” and “Net Income”): the amount of profit left over after paying the Association’s direct and indirect costs.
6. Silver Lake Community (Community): All property located on:
   1. West Street, East Street, Marie Avenue, and Cardinal Lane, and
   2. Starting at the intersection of Lewisberry Road and Siddonsburg Road, all properties on:
      1. Siddonsburg Road up to the intersection of Stonybrook, and
         1. Not to include the properties on Stonybrook.
      2. Silver Lake Rd up to the intersection of Emmanuel Road.
         1. Not to include any properties on Emmanuel Road.

**ARTICLE III**

**MEMBERSHIP**

3.1 QUALIFICATIONS

Membership shall be unlimited in number and shall consist of all record owners of real property bordering or otherwise adjacent to Silver Lake, all record owners of other real property with legal rights to use, enjoy or otherwise benefit from Silver Lake, also known as Community and as otherwise found on various recorded and unrecorded official documents, including York County Tax Map 25. The deed to said real property shall be the evidence of and shall constitute a Certificate of Membership.

1. Persons that do not fall under any of the above qualifications may be a Voluntary Member.
2. When the Certificate of Membership is held by an entity such as a partnership, limited liability company, trust, etc., the person or party authorized to act for the entity must provide the Association with such sections of the bylaws, partnership agreement or trust agreement that authorizes that person or party to act on behalf of said entity.
3. One vote per single tax parcel per issue:
   1. Only one vote may be cast for all co-owners of a tax parcel held in joint or multiple ownership as the co-owners determine among themselves.
   2. No fractional votes are permitted.
   3. In case the co-owners cannot agree, no vote shall be recorded for such owners.

3.2 ADMISSION

1. Any Member or Voluntary Member in arrears for maintenance fees, special assessments, or fines at the time of the annual meeting or special meeting shall be considered a Member Not in Good Standing for so long as the arrearage remains.
2. New Members will register with the Association by acknowledgement of the resale certificate provided prior to settlement.
3. The Board will handle admission for Voluntary Members.

3.3 VOTING PROCESS

1. Quorum: A majority of the Membership represented either in person, by absentee ballot, or proxy shall constitute a quorum at any regular or special meeting.
   1. If less than a quorum is present, the presiding officer may conduct the meeting as if a quorum were present. In this instance, action taken at the meeting cannot become official until approved by a majority of the voting Members in Good Standing by an absentee ballot, proxy, or a meeting of the Association at which a quorum, as above defined, are present.
2. Voting: Each Member in Good Standing shall have one vote per tax parcel. Such vote shall be cast either in person, by absentee ballot, or proxy. Affirmation by a two-thirds (2/3rds) majority of the Members in Good Standing casting a vote constitutes approval of any action by the Association, except if a different requirement is otherwise noted within the bylaws.
3. Secrecy of Ballots: The Board shall develop a procedure to ensure proper tabulation, validation, secrecy of how each Member in Good Standing votes on their ballots, and for maintenance of the ballots/results for future audits/validation as needed.
   1. TERMINATION
4. Member(s) may not resign Membership while owning property in the Community. Voluntary Member(s) may not resign Membership until they have disposed of (sold) their property.
5. Membership automatically terminates when a Member or Voluntary Member disposes of the property owned in the Community.

a. All maintenance fees, special assessments, or fines due must be fully paid by the Member or Voluntary Member at the time of the title transfer. This is handled with the resale certificate for Members and by the Board for Voluntary Members.

**ARTICLE IV**

**FEES AND ASSESSMENTS**

4.1 MAINTENANCE FEES AND ASSESSMENTS

The continued health and sustainability of Silver Lake is dependent upon the shared efforts (including all manner of repairs, maintenance, and legal obligations imposed by the Commonwealth of Pennsylvania) and financial commitment of all of the Association’s Members and Voluntary Members. Timely payment of all maintenance fees, special assessments, and fines, including all costs of collections on behalf of the Association, are to be paid timely.

1. Maintenance fees shall be set by the Membership and payable in advance, on an annual or per-quarter basis.
2. Any and all funds raised, borrowed, donated, or otherwise collected by the Association shall be used to support the Purpose as written above.
   1. CHANGE TO FEES AND ASSESSMENTS
3. Any change of maintenance fees, special assessments, or fines necessary for the welfare of the community must be:
   1. Initiated by the Board of Directors (Board), or
   2. By a petition to the Board signed by twenty (20%) of the Membership by written notice delivered to the Board.
4. When considering increases in fees, special assessments or fines, the Board will call a meeting of the Membership to consider the problem involved and review the extent of the work to be undertaken with the funds.
5. The Board will call meetings of the Membership by written notice. The written notice of the meeting must:
   1. State the time, place, and purpose of such meeting,
   2. Be outlined as to what the meeting is to consider,
   3. Include all documents that may be reviewed, voted on, or discussed during the meeting,
   4. Contain proxy voting privileges, and
   5. Be delivered to all Members not less than fifteen (15) days nor more than thirty (30) days before the date set for the meeting.
6. Approval of change of maintenance fees, special assessments, or fines will require an affirmative vote of two-thirds (2/3rds) of the Membership.

**ARTICLE V**

**GOVERNMENT**

* 1. RECORDING

1. These bylaws will be recorded with the York County Recorder of Deeds Office within a reasonable time of adoption by the Membership, and re-recorded in complete form following any future amendments.
2. All annual maintenance fees and special assessments hereinafter adopted under these bylaws will also be recorded with the York County Recorder of Deeds Office as a continuing obligation and covenant that runs with the lands, and therefore binds and includes all successors in interest, for the properties of the Community.
3. The requirements for various notices to be written and delivered by mail as found in these bylaws shall hereafter be deemed met and fully satisfied by the transmission of such written notice by electronic mail when addressed and delivered to a valid electronic mail address known to belong to the intended recipient.

5.2 MEETINGS

1. Meetings: The Board shall have no less than five (5) regular meetings a year, and shall be held at such places as designated by the President in the call for the meeting. Special meetings shall be called by the Secretary when requested by three (3) Directors, or the President in writing. A majority in number of Directors shall constitute a quorum for all Board meetings.
2. Annual Meeting: The annual meeting of the Association shall be held at some convenient time and place at or adjacent to Silver Lake as designated by the President in the call for the meeting.
   1. Written notice of such meeting shall be delivered to all Membership not less than fifteen (15) days nor more than thirty (30) days before the date set for the meeting.
   2. Such notice shall contain proper ballot for balloting by mail and any special proposals and/or documents that need the attention of the Members with proper proxy for action by the Member, by mail, if so desired, due to inability to attend the meeting in person.
3. Special Meeting: A Special Meeting of the Association shall be held at some convenient time and place at or adjacent to Silver Lake as designated by the President in the call for the meeting.
4. Special meetings of the Membership may be called at any time by the Board.
5. The Board must call a meeting whenever a petition for such a meeting is signed by twenty (20%) percent of the Membership and delivered to the Board.
6. The date of any Special Meeting is decided by the Board.
   * 1. The Board shall hold a Special Meeting within 90 days of delivery of the petition to the Board, except
     2. A Special Meeting shall not occur 90 days before or after an annual meeting unless a majority of the Board agrees to hold such meeting.
7. Notice of such special meeting shall be in writing and delivered to all Membership.
8. The written notice of the meeting shall:
   * 1. State the time, place, and purpose of such meeting,
     2. Be outlined as to what the meeting is to consider,
     3. Include all documents that may be reviewed, voted, or discussed during the meeting,
     4. Contain proxy voting privileges, and
     5. Delivered to all Membership not less than fifteen (15) days nor more than thirty (30) days before the date set for the meeting.
9. In the event of any emergency situation, condition or government emergency declaration, and at the sole discretion of the Board, the time requirements for notification of a Special Meeting may be accelerated.
10. The Board will ensure that all Board meetings, annual meetings, and special meetings have minutes drafted and available to the Membership no later than 30 days of said meeting. At a minimum, the minutes will include:
    1. The names of all the Board members and, as much as possible, the names of all Membership in attendance,
    2. The names of any guest speakers,
    3. Electronic copies of any documents that are sent or handed out,
    4. All motions made and results of said motions,
    5. Results of any voting,
    6. All action(s) taken by the Board,
    7. All action(s) taken by the Members,
    8. Summary of the meeting, and
    9. Any next steps planned.

5.3 BOARD OF DIRECTORS

Control of the Association shall reside in the Membership. The Board is elected to control and manage the Association for the Members. The Association shall have a Board comprised of nine (9) Members in Good Standing (four officers and five members at large). New Directors shall be elected at each annual meeting to fill the vacancy of those Directors whose terms are expiring.

1. Directors
   1. Must be Members in Good Standing,
   2. Are volunteers and shall serve without compensation, unless such compensation and/or increase in compensation, including the amount, is approved by two-thirds (2/3rds) of the Membership,
   3. Each serve a term of two (2) years, and
      1. May run for re-election upon expiration of the two-year term.
      2. Shall serve until their successors are duly elected and qualified.
   4. Shall be indemnified.
      1. The cost of such indemnification or insurance shall be paid by the Association.
2. Officers
   1. Must be full-time residents within the Community,
   2. Shall be elected for the ensuing year by the Directors,
   3. Positions are: President, Vice President, Secretary, and Treasurer.
3. Support
   1. After each election:
      1. One Recording Secretary shall be selected from Members in Good Standing for the ensuing year by the Directors.
         1. Coinciding with the notice of the annual meeting, the Board shall remind the Membership that this position shall be filled after the annual meeting and shall request any Member in Good Standing with interest in the position to notify the Board prior to the annual meeting.
         2. If no Member in Good Standing expresses interest, the Board may select a Recording Secretary from among the Board Members at Large.
      2. One Billing and Collection agent shall be selected from the Board Members at Large for the ensuing year by the Directors.

5.4 BOARD OF DIRECTORS - VACANCY AND NOMINATIONS

1. Vacancy/Recall: Should a position become vacant due to any cause, the vacancy shall be filled by a majority vote of the remaining Directors, after the Directors have notified the Membership that there is an opening to be filled and requesting anyone with interest in filling the vacant position to notify the Board within ten (10) days. Such appointee will hold office until the next annual election of Directors.
   1. A Director shall be subject to removal before the expiration of their terms of office by a vote of at least two-thirds (2/3rds) of the Members in Good Standing present at any annual or special meeting, notice of intended action having been given in the call for the meeting.
   2. A Director may be removed from office for a dereliction of duties or missing three consecutive meetings by a majority vote of the Directors.
2. Nominations
   1. Nominations for Office or Board membership shall be by:
      1. Action of the Nominating Committee, or
      2. Petition signed by five (5) Members in Good Standing addressed to Nominating Committee and delivered to the Board no less than 30 days prior to the annual meeting, or
      3. Motion from the floor of the annual meeting.
   2. Nominations by the Nominating Committee or by petition shall be completed and delivered to the Board no less than thirty (30) days before the annual meeting. and shall be delivered with proper ballot forms attached, to the Membership, with the call for the annual meeting.
   3. The Nominating Committee shall make every effort to ensure that there is never less than one Member in Good Standing elected from the Association Membership on each side of the Community, designated as the North, South, East, and West sides:
      1. North: Marie Ave and Siddonsburg Road on the west side of West Street up to Stonybrook,
      2. South: Silver Lake Road to Emmanuel Road,
      3. East: West Street, East Street, and Siddonsburg Road on the east side of West Street, and
      4. West: Cardinal Lane.

5.5 BOARD OF DIRECTORS - POWERS

1. The Board shall regulate its own proceedings.
2. The Board is the legal representative of the Association and, as such, shall have, hold and administer all property, funds and affairs of the Association.
3. The Board shall not incur any debt obligation or liability exceeding one hundred percent (100%) of the retained earnings of the Association unless such action shall have the approval of two-thirds (2/3rds) of the Membership.

5.6 BOARD OF DIRECTORS DUTIES

1. The President shall:
   1. Preside at all meetings of the Board
   2. Be Chairman of all membership meetings,
   3. Have general charge and supervision of the business and affairs of the Association subject to the direction of the Board,
   4. Perform all duties incidental to the office, and
   5. Be an ex-officio Member of all committees and have the right to vote.
2. The Vice President shall:
   1. In the absence or incapacity of the President, perform the duties of that office,
   2. Perform other duties as may be delegated by the Board, and
   3. Perform all duties incidental to the office.
3. The Secretary shall:
   1. Work with the Recording Secretary in keeping the minutes of the all meetings of the Board, annual, special, and other Membership meetings,
      1. If no Recording Secretary is available the Secretary shall take the minutes of the meetings.
   2. Send all notices of meetings to Members and Voluntary Members,
   3. Have charge of such books and papers as directed by the Board,
   4. Attend to all correspondence assigned, and
   5. Perform all duties incidental to the office.
4. The Treasurer shall:
   1. Have care and custody of all funds and securities of the Association and shall deposit the same in the name of the Association in such bank(s) or financial institution(s) as the Board may designate,
   2. At all reasonable times exhibit the books and accounts to any Member of the Board or any Member of the Association,
   3. Have charge of and maintain the Membership book, and
   4. Have a bond, if required.
      1. If bond is required, fee shall be paid by the Association.
5. The Board Members at Large shall:
   1. Assisting the Board with various duties as needed and assigned,
   2. Work in the Nomination Committee with Association Members (if any), and
   3. Perform all duties incidental to the Board Members at Large position.
6. The Billing and Collection Agent shall:
   1. Be a Board Member at Large,
   2. Prepare the billing for maintenance fees, special assessments, or fines,
   3. Collect all payments, and
   4. Work directly with the Treasurer, who will be responsible for all deposits.

5.7 SUPPORT DUTIES

1. The Recording Secretary shall:
   1. Be a Member in Good Standing,
   2. Take the minutes of all meetings,
   3. Provide the minutes to the Secretary, and
   4. Work directly with the Secretary, who will be responsible for the minutes.

5.8 COMMITTEES

There shall be one standing committee, the Nominating Committee. The Nominating Committee shall be comprised of three (3) Directors and two (2) Members in Good Standing.

1. The Nominating Committee shall:
   1. Be Members in Good Standing:
   2. Be selected for the ensuing year by the Directors after each annual election, after asking the entire Membership for interest on serving on the committee.
   3. Maintain Member in Good Standing status or be immediately removed.
      1. The Board and the Nominating Committee shall select a replacement without prior notification to the Members.
      2. When selecting the replacement, the Board and the Nominating Committee should consider the Members in Good Standing who previously indicated interest in serving on the committee.
2. The Nominating Committee shall ensure the ballot provided at the annual meeting has names of all Members in Good Standing who submitted interest in serving on the Board.
3. The President, with the approval of the Board, shall appoint any additional committees, after asking for volunteers from all the Members in Good Standing, and assign them such duties and powers as deemed necessary or expedient.

**ARTICLE VI**

**DUTIES AND LIABILITIES OF THE BOARD OF DIRECTORS AND OFFICERS**

6.1 BOARD OF DIRECTORS AND OFFICERS AS FIDUCIARIES

A director or officer of the Association shall stand in a fiduciary relationship to the Association and shall perform his or her duties as a director or officer, including his or her duties as a Member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believed to be in the best interest of the Association, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a director or officer shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by one or more offices of the Association whom the director or officer reasonably believes to be reliable and competent with respect to the matters presented, counsel, public accountants or other persons as to matters that the director or officer reasonably believes to be within the professional or expert competence of such person, or a committee of the Board upon which the director or officer does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the director or officer reasonably believes to merit competence. A director or officer shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a director or officer of the Association or any failure to take any action shall be presumed to be in the best interests of the Association.

6.2 PERSONAL LIABILITY OF BOARD OF DIRECTORS AND OFFICERS

A director or officer of the Association shall not be personally liable for monetary damages such as including, without limitation, any judgment, amount paid in settlement, penalty, punitive damages or expenses of any nature including, without limitation, attorneys’ fees and disbursements, for any action, unless the director or officer has breached or failed to perform the duties of his or her office under these articles, or applicable provisions of law and the breach or failure to perform constitutes self-dealing willful misconduct or recklessness. The foregoing limitation of liability shall be retroactive to the fullest extent permitted by law. This exemption from liability shall not apply to the responsibility or liability of any person pursuant to any criminal statute or for the payment of taxes pursuant to local, state or federal lay. The provisions of this Article shall be deemed to be a contract with each Director or Officer of the Association who serves as such at any time while this Article is in effect, and such provisions are cumulative of and shall be in addition to and independent of any and all other limitations on the liabilities of directors or offices of the Association, as such, or rights of indemnification by the Association to which a director or officer of the Association may be entitled, whether such limitations or rights arise under or are created by any statute, rule of law, bylaw, agreement, vote of disinterested directors or otherwise. Each person who serves as a director or officer of the Association while this Article is in effect shall be deemed to be doing so in reliance on the provisions of this Article. No amendment to or repeal of this Article nor the adoption of any provision of these Articles inconsistent with this Article, shall apply to or have any effect on that liability or alleged liability of any director or officer of the Association for or with respect to any acts or omissions of such director or officer occurring prior to such amendment, repeal or adoption of an inconsistent provision. In any action, suit or proceeding involving the application of the provisions of this Article, the party or parties alleging the right of a director or officer to the benefits of this Article shall have the burden of proof. If the Pennsylvania Consolidated Statutes are hereafter amended to authorize the further elimination of the liability of the Association fiduciaries, then the liability of a director or officer of the Association, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Pennsylvania Consolidated Statues.

6.3 INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, ETC.

1. Scope of Indemnification: Any director or officer who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding (hereinafter a “proceeding”), whether civil, criminal, administrative or investigative, including, without limitation, an action or suite by or in the right of the Association, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Association or is or was serving at the request of the Association as a director or officer of another subsidiary or related corporation, jo0int venture, trust or other enterprise, whether the basis of such proceeding is alleged action in an official capacity as director or officer or in any other capacity, shall be indemnified and held harmless by the Association to the fullest extent and manner authorized or permitted by the laws of the Commonwealth of Pennsylvania, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Association to provide broader indemnification rights that said law permitted the Association to provide prior to such amendment), against all expense, liability and loss (including attorneys’ fees, judgments, penalties, fines, excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 3 hereof, the Association shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of the Association. The right to indemnification conferred in this Article shall be a contract right and each person to whom this right to indemnification applies shall be a third-party beneficiary of such right and shall be entitled to enforce against the Association all indemnification and other rights granted to such person by this Article. Such right shall include the right to be paid by the Association the expenses incurred in any such proceeding in advance of its final disposition; provided however, that, if the laws of the Commonwealth of Pennsylvania require, the payment of such expenses incurred by a director or officer in advance of the final disposition of a proceeding shall be made only upon delivery to the Association of an undertaking, by or on behalf of such director or officer to repay all amounts so advanced if is shall ultimately be determined that such director or office is not entitled to be indemnified under this Article or otherwise. Each person who serves as a director or officer of the Association while this Article is in effect shall be deemed to be doing so in reliance on the provisions of the Article. The Association may, by action of its Board, provide indemnification to employees, agents, fiduciaries and other representatives of the Association or to any person who is or was serving at the request of the Association as an employee, agent, fiduciary or representative of another subsidiary or related corporation, joint venture, trust or other enterprise, with the same or lesser scope and effect as set forth herein and in the other sections of this Article. If and to the extent that the laws of the Commonwealth of Pennsylvania require that indemnification be provided in a given instance only if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful, then termination of any proceeding by judgment, order, settlement, conviction, or upon a pleas of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful. Termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself be a determination by a court that the act or failure to act giving rise to a claim for indemnification constituted willful misconduct or recklessness.
2. Circumstances under which the Right to Indemnification May be Denied: Indemnification under the Section (1) above shall be made by the Association unless a determination is reasonably and promptly made that indemnification of a director or officer is not proper in the circumstances because of grounds for denying indemnification under this Article or under applicable law. Such determination may be made only (i) by the Board by a majority vote of a quorum consisting of directors who were not parties to such proceeding (“disinterested directors”) or (ii) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so direct, by legal counsel, in a written opinion.
3. Authorization for Payment of Expenses: Notwithstanding any other provisions of this Article, to the extent that a director or officer has been successful on the merits or otherwise in defense of any proceeding referred to in Section (1) above or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by him or her in connection therewith.
4. Proceedings for Payment of Indemnification: If a claim under Section (1) of this Article is not paid in full by the Association within thirty (30) days after a written claim has been received by the Association, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Association ) that the claimant has not met the standards of conduct which make it permissible under the laws of the Commonwealth of Pennsylvania for the Association to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board or legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable stand of conduct set forth in the laws of the Commonwealth of Pennsylvania, nor an actual determination by the Association (including its Board or legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.
5. Scope of Article: The rights to indemnification and the payment of expenses incurred in a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaw, agreement, vote of disinterest directors or otherwise.
6. Securing of Indemnification Obligations: The Association may maintain insurance, obtain a letter of credit to act as self-insurer, create a reserve, trust escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Association, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon other terms and conditions as the Board shall deem appropriate, at is expense, to protect itself and any director, officer, employee, agent, fiduciary or representative of the Association or another subsidiary or related corporation, joint venture, trust or other enterprise, against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the laws of the Commonwealth of Pennsylvania.
7. Interpretation: For purposes of this Article:

a. References to “the Association” shall upon written resolution of the Board include, in addition to the Association, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director or officer of another corporation, shall for the purposes of this Article be deemed to hold the same position in the Association as he or she held in such constituent corporation.

1. Amendment or Repeal: This Article may hereafter be amended or repealed; provided, however, that no amendment or repeal shall reduce, terminate or otherwise adversely affect the right of a person who is or was a director or officer to obtain indemnification or advancement of expenses with respect to a proceeding that pertains to or arises out of actions or omissions that occur prior to the effective date of such amendment or repeal, which date cannot be retroactive.

**ARTICLE VII**

**RESTRICTIONS ON USAGE OF SILVER LAKE**

The following restrictions on usage apply to the private waters known as “Silver Lake.” Said lake being wholly owned by the Silver Lake Community Association, Inc., as conveyed on January 30, 1948, by the Silver Lake Improvement Company granting the bed of said lake and all water rights appurtenant to the said premises, and as recorded on February 5, 1948 in the York County Recorder of Deeds in Book 33, Volume Q, Pages 511-514. Restrictions regarding Silver Lake include all portions of the lake bed, as owned by Silver Lake Community Association, whether or not said portions presently contain water.

1. Motorized Vehicles: No motorized vehicles shall be permitted on or in Silver Lake at any time. This restriction includes, but is not limited to, gasoline-powered motor boats, jet skis, automobiles, motorcycles, snowmobiles, all-terrain-vehicles (“ATV’s”), mopeds, and scooters.
2. Boating: No gasoline-powered motorized boats or jet skis of any kind shall be permitted on or in Silver Lake. Nothing in these restrictions shall prohibit the use by Members in Good Standing of non-motorized boats, including, but not limited to, row boats, canoes, kayaks, paddle boats, and inflatable flotation devices. Nothing in these restrictions shall prohibit the use of electric powered trolling motors, which shall be permitted when used in conformity with the restrictions set forth herein.

a. The following are strictly prohibited from use on or in Silver Lake:

i. Inboard or outboard, Gasoline-powered motorized boats;

ii. Jet skis;

iii. Electric outboard motors, not including electric trolling motors, and

iv. Sail-powered ice boats

1. Commercial Use: Commercial use of Silver Lake is strictly prohibited. This restriction includes, but is not limited to, advertising, soliciting, commercial fishing/hunting, short term lodging, and/or operating any business activity on or about Silver Lake of any kind. Silver Lake is to be used by Members in Good Standing and their guests for recreational purposes only.
2. Entry onto Silver Lake: The entry onto and recreational use of Silver Lake is only permitted for Members in Good Standing and their guests.
3. Trespassing:
   1. Any person who is not a Member in Good Standing who violates any of these restrictions will be considered a trespasser.
   2. Trespassing shall be strictly prohibited by the general public, Member(s) Not in Good Standing and guests of Member(s) Not in Good Standing.
   3. Entry onto the premises by a trespasser, will result in arrest and prosecution of that person to the full extent allowed by the law.
   4. Any Member or Voluntary Member who aids and abets a trespasser will be subject to the fines as set forth below.
4. Littering/Dumping: Littering, dumping, vandalism and disorderly conduct are prohibited. Disposing of refuse, grass clippings, leaves, trash, rubbish, or debris, cans, bottles, etc. in the Lake is littering and is prohibited by all Members, Voluntary Members, their guests, and the general public.
5. Fines: Any Members, Voluntary Members, or their guests who violate any of the restrictions set forth in these bylaws will be subject to a $500.00 fine payable to the Association within fifteen (15) days of said fine being assessed. Fines will be assessed and enforced by the Board. Any failure of a Member to pay a fine assessed by the Board in full within fifteen (15) days of its assessment will be determined to be a Member Not in Good Standing until such time the penalty is paid in full.
6. Liability: Boating and other activities on Silver Lake and on Association property is at the individual’s own risk. Neither the Association nor the individual property owners are liable for accidents on Silver Lake or Association property. The use of Silver Lake and Association property is at the risk of the user.

**ARTICLE VIII**

**SEVERABILITY**

In the event that any of the provisions of these bylaws are held to be invalid or unenforceable in whole or in part, it or they shall be deemed to be and shall be separate and severable from these bylaws and the remaining provisions of these bylaws shall remain in full force and effect as if the severable provision or provisions had not been included in these bylaws.

**ARTICLE IX**

**AMENDMENTS**

The bylaws may be amended, repealed, or altered, in whole or in part, by a vote of at least two-thirds (2/3rds) of the Members at any duly organized regular or special meeting of the Association, or represented by absentee ballot or proxy, provided the proposed change is submitted by mail to each Member not less that fifteen (15) days nor more than thirty (30) days before the time of the meeting which is to consider the change. Members in Good Standing not present at a meeting may vote by absentee ballot or proxy and the vote will be counted provided it is received by the Secretary prior to the call to order of the regular or special meeting of the Association.