



BYLAWS OF THE BLACK FOREST CLUB, INC.

Clubhouse, 323 Black Forest Road, Glen Spey, New York 12737-0116 Originally adopted at the Annual Meeting June 28, 1959

ARTICLE 1: MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of members shall be held at the Clubhouse in the Black Forest, Glen Spey, New York, on the second Saturday in August, at 6:00. The Secretary shall serve by mail a written notice thereof, addressed to each member at his/her address as it appears on the membership book. A copy of the Annual Financial Statement shall be mailed to all club members not later than ten (10) days prior to the annual meeting.

Section 2. Quorum. The presence, in person or by proxy, of 33 1/3 % (one third) of the members in good standing (entitled to vote) shall be necessary to constitute a quorum for the transaction of business, but a lesser number may adjourn to some future time not less than nor more than fourteen (14) days later. The Secretary shall thereupon give at least ten (10) days' notice by mail to each member entitled to vote and at such meeting a quorum shall not be required.

Section 3. Special Meetings. Special meetings of the members may be called at any time by a majority of the directors. Notice to members, stating the purpose for which the meeting is called, shall be served by the Secretary by mail not less than ten (10) days before the date set for such meeting. The Board of Directors shall also, in like manner call a special meeting, whenever so requested by eight (8) members in good standing, stating the purpose of the meeting, within thirty (30) days of such request. No business other than that for which a special meeting has been called may be brought before such meeting.

Section 4. Voting. At all meeting of the members, all questions which are not specifically regulated by statute, shall be determined by a majority of the members present in person or by proxy. Only active members in good standing are entitled to vote and have one vote only.

Section 5. Order of Business. The order of business at all meetings of the members shall be as follows:

1. Roll Call.
2. Reading of Minutes of preceding meeting.
3. Report of Officers.
4. Report of Committees
5. Unfinished Business.
6. Election of Directors.
7. New Business.

Section 6. Email Notice. Any notice given or required to be given to members by mail shall be effective if given by a form of electronic transmission consented to (in a manner consistent with the New York Business Corporation Law) by the member to whom the notice is given, and such notice shall be deemed to be given at the time, if delivered by electronic mail when directed to an electronic mail address at which the member has consented to receive notice.

ARTICLE 2: BOARD OF DIRECTORS

Section 1. Number. The affairs and business of this Club shall be managed by a board of five (5) Directors, who shall be members in good standing.

Section 2. Election Committee. At the annual election of the board, the assembly shall appoint an election committee of four (4) for the purpose of accepting nominations from the floor.

Section 3. Term of Office. The term of office for each Director shall be one (1) year, measured from the date of the Director's election until the date of the annual meeting that is in the year following that Director's election. At each annual meeting, the five persons receiving the majority of the votes cast, shall be directors and shall constitute the Board of Directors for the ensuing year.

Section 3(a). Filling of Director Vacancies. Vacancies in the Board occurring between annual meetings shall be filled by appointment of a replacement Director by a majority of the remaining Directors. A Director appointed pursuant to this provision shall serve until the next annual meeting, at which time the vacancy shall be filled via election by the members pursuant to Article 2, Section 3.

Section 4. Duties of Directors. The Board of Directors shall have the control and general management of the affairs and the business of the Club. The Board of Directors without the consent of the members cannot contract obligations of a single item in excess of five hundred (\$500) dollars, except for taxes and similar obligations compulsory under any laws of local, state, or federal government.

Section 5. Acceptance of New Members. The Directors shall by majority vote accept new members. For any number of Directors unable to attend, an equal number shall be selected by the President from among the Club members in good standing and such a group of five (5) shall vote on the acceptance of new members. Both applicants and at least one of the two (2) sponsors have to be present at meetings at which membership applications are voted on, to give the members an opportunity to question them.

All Club members shall be notified of such meetings at least fourteen (14) days in advance and they may attend such meetings and also question the applicants.

On the Club's written notification to all members of the date of a new member's acceptance meeting, the name or names of the applicants shall be stated. Any member who is unable to attend the meeting may mail his/her objection to the applicant to the Secretary before the date of the membership meeting. There being no objection to the applicant either by mail or at the meeting, the applicant is automatically accepted as a new member on the day of the acceptance meeting. In the case of objections by one (1) or more members, the matter shall be brought for final decision before a membership meeting to be called in accordance with Article 1, Section 3.

ARTICLE 3: OFFICER TITLES, ELECTION AND DUTIES

Section 1. Officers. The five (5) Directors will be Officers. The Officers of this Club shall be:

1. President
2. Vice President
3. Secretary
4. Treasurer
5. Property Supervisor

Section 2. Election. The Directors elected at the Annual Meeting shall determine amongst themselves which office each will hold for the ensuing year.

Section 3. Duties of Officers. The duties and powers of the Officers will be as follows:

President: The President shall preside at all of the meetings of the Board of Directors and Members. He/she shall enforce these By-Laws and perform all the duties incidental to the position and office which are required by law.

Vice President: During the absence and inability of the President to render and to perform his/her duties, or exercise his/her powers as set forth in these By Laws, the same shall be performed and exercised by the Vice President.

Secretary: The Secretary shall keep the minutes of all meetings in appropriate books. He/she shall give and serve all notices of the Club and shall perform such duties as the Board may assign to him/her.

Treasurer: The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the Club. He/she shall sign all checks countersigned by the President.

Property Supervisor: The Property Supervisor shall be in charge of all Club property owned or rented by the Club.

ARTICLE 4: BOND AND SEAL

Section 1. Bond. The Treasurer shall, if required by the Board of Directors, give the Club such security for the faithful discharge of his/her duties as the Board may direct.

Section 2. Seal. The seal shall be as follows:

ARTICLE 5: AMENDMENTS TO THE BYLAWS

Section 1. Amendments (How Amended). These By Laws may be altered, amended, or added to, by affirmative vote of fifty-one percent (51%) of the members entitled to vote. The full text of any changes proposed by the Board of Directors or any member must be submitted in writing to each member at least ten (10) days prior to any meeting at which such changes are to be voted on.

ARTICLE SIX: LIMITATION OF POWER OF THE OFFICERS AND BOARD OF DIRECTORS

Section 1. Limitation of Power. No Director of the Club, either singly or jointly, shall have the power to: (a) Transfer or sell or convey any of the property of the Club or (b) Mortgage any Club property without the consent of the majority of the Club members in good standing.

ARTICLE 7: MEMBERSHIP

Section 1. Membership.

Section 1(a) The Club has two membership categories: Regular Members. Both parties whose deed is held jointly with right of survivorship, shall be regular members. As so designated each joint owner shall have one half (1/2) vote in all Club meetings. Except if one joint owner is elected to the Club Board of Directors, they shall have one vote in all board meetings. Only natural persons can be Club members.

Section 1(b). Automatic Cancellation of Membership. If a Club member relinquishes ownership of all land in the Colony, and unless that member owns and retains a share or shares of stock in the Black Forest Colony, Inc., then the Club membership is automatically canceled as of January 1 of the following year. If a new membership is desired, a new application must be submitted to the Club.

Section 2. Non-settler Members.

Section 3(a). A Club member without property shall pay the full amount of maintenance and Club dues in force at the time of acceptance as a member.

Section 3(b). Non-settler members have no voting power.

Section 3(c). A non-settler member has the right to acquire property in the Black Forest Colony, Inc., and as a property owner also has the right to acquire a share or shares of stock in the said corporation in accordance with its rules and regulations.

Section 3. Application Fee.

Section 3(a). The Club shall collect an application fee from each prospective Regular Member for the Club's expenses in preparing membership documents and notifying the membership of the applicant's membership meeting. The application fee shall be \$300.00, subject to the authority of the Board of Directors to adjust the amount of the fee, not more than once per year, to account for changes in the Club's expenses. The application fee must accompany the application for membership. If the application of a prospective member is rejected or withdrawn prior to the incurring of any expense by the Club, the application fee must be returned to the prospective member within ten (10) business days from the date of rejection or withdrawal of his or her application.

Section 3(b). Deed Compliance Deposit, Deed Clause Requirements, Noncompliance Penalties. New members are required to pay an additional \$500.00 on or before their membership meeting date. This sum will be refunded to the new member upon the delivery of copies of tiled deed(s) to the Black Forest Club, Inc. and the Black Forest Colony, Inc., which show that the deed(s) is (are) in the name of the member as it appears on the membership application; that all other persons named on the deed are Associate Members of the Black Forest Club, Inc.; that the deed(s) contain the following clause:

The parties of the second part and their successors and/assigns agree to pay the membership dues/maintenance fees of the Black Forest Colony, Inc., and the Black Forest Club, Inc. or their successors and or assigns, as determined by said corporations and agree to comply with the declaration of restrictive covenants recorded in the Sullivan County Clerk's Office on April 26, 2004 in Liber 2953 at page 380 or as they may be amended and filed from time to time.

New members also agree that should they fail to perform any or all of these terms within 8 months of their membership date, they will forfeit the \$500.00 payment and reimburse the Black Forest Club, Inc. and the Black Forest Colony, Inc. for any costs involved in enforcing these terms. They agree to have these costs added to their Black Forest Colony, Inc. billing and agree to pay any and all collection costs associated with the collection of the enforcement costs.

Section 3(c). The Board of Directors shall collect a Deed Preparation Fee from each prospective Regular Member for the Club's legal expenses in ensuring the property deed is in a form satisfactory to the Club, including but not limited to containing the necessary provisions relating to the Colony covenants and restrictions. The Deed Preparation Fee shall be \$200.00, subject to the authority of the Board of Directors to adjust the amount of the fee, not more than once per year, to account for changes in the Club's legal expenses. If the application of a prospective member is rejected or withdrawn prior to the incurring of any deed preparation expense by the Club, the Deed Preparation Fee must be returned to the prospective member. within ten (10) business days from the date of rejection or withdrawal of his or her application.

Section 4. Membership Suspension. Full maintenance and Club dues for each calendar year are payable to the Black Forest Colony, Inc., on or before March 31st of that year. If not so paid or If not paid for any previous, or if payments of any monies due the Club or Colony are in arrears, the member shall be considered as not in good standing.

Section 5. Members Not in Good Standing. Such members, while in that status, shall have no right to vote, or to take an active part at meetings. They shall not enjoy the use of any of the Club's facilities or privileges, and cannot hold office of any kind or serve on any committee.

Section 6 . Suspension of Acceptance of New Members. Acceptance of applications of membership shall be suspended by the Club Board whenever the Colony decides - and so notifies the Club Board in writing to suspend the sale of land. The suspension shall be waived if the Colony Board decides and so notifies the Club Board in writing - to reinstate the selling of Colony land, or a member wishes to sell his/her property. If the applicant becomes a member during a period of suspension, he/she can be accepted only on the condition that he/she purchase the property of the member whose property he/she intended buying at the time of acceptance. This condition shall be made part of the Membership Application form.

Section 7. Membership Required for Property Transfers. It is a prerequisite to the transfer of any interest in real property in the Colony that the purchaser or other transferee of real property be accepted as a Regular Member or Associate Member, as applicable. Any transfer of any interest in real property in violation of this requirement shall be deemed void ab initio.

Section 8. Membership Documents. The Board of Directors is authorized to prescribe and implement such membership documents, including but not limited to regular and associate membership applications and agreements and schedules of membership fees, as the Board from time to time deems appropriate.

Section 9. Membership Due Diligence. The Board of Directors shall from time to time establish written policies and procedures for determining the credit worthiness of all prospective members and the ability of all prospective members to timely honor their financial obligations to the Club, Colony and real property tax authorities. Such policies and procedures shall include credit checks and the verification of employment history. The Board of Directors shall provide a copy of the policies and procedures to each prospective member and obtain a written consent from all prospective members prior to conducting any credit check or employment verification. The Board of Directors shall consistently apply such policies and procedures to all applications for Club membership.

ARTICLE 8: HUNTING AND FISHING; ADMISSION OF GUESTS

Section 1. Hunting and Fishing. Hunting and fishing on Black Forest Colony property is for members only, including their unmarried children living with them, and cannot be granted to any non-member. Hunting and fishing privileges of a member shall cease immediately upon the sale or conveyance of all land he/she owned in the Colony, irrespective of whether or not he/she continues the membership. New members, irrespective of whether they own or acquire land in the Colony shall start enjoying hunting and fishing privileges only if a house is on the property (or) after they have made a substantial start towards erecting a house for dwelling purposes on their property and the building plan has been approved by the Colony in accordance with its rules, and thereafter the hunting and fishing privileges shall again be suspended if the outside of the house is not substantially completed within two (2) years.

Section 2. Admission of Guests. The following rule is made to conform with Sec. 501, (Social Club) under the Internal Revenue Service regulation form: "Admission of guests is allowed when accompanied by members, who shall be responsible for their conduct on Club premises."

Section 3: Use of Motorized Vehicles for Trail Riding. Riding trails with motorized vehicles on Black Forest Colony property is for members only, including their unmarried children living with them, and cannot be granted to any non-member. Trail riding privileges of a member shall cease immediately upon the sale or conveyance of all land he/she owned in the Colony, irrespective of whether or not he/she continues the membership. New members, irrespective of whether they own or acquire land in the Colony shall start enjoying trail riding privileges only if a house is on the property (or) after they have made a substantial start towards erecting a house for dwelling purposes on their property and the building plan has been approved by the Colony in accordance with its rules, and thereafter the trail riding privileges shall again be suspended if the outside of the house is not substantially completed within two (2) years. Motorized vehicles include, but are not limited to: quads, side-by-sides, dirt bikes, 4x4s, and electric vehicles. (August 13, 2022)

ARTICLE 9: ENFORCEMENT OF BYLAWS

The Board of Directors shall from time to time establish written policies and procedures for enforcing the Club bylaws, including, without limitation, the establishment and imposition of penalties for violations of, or noncompliance with, any provision of these bylaws. The Board of Directors shall provide a copy of the policies and procedures to each member and prospective member.

ARTICLE 10: BUILDING LOT SITE PRESERVATION

Note 4 of 1978 BF Colony Subdivision Approval by the Town of Lumberland:

"The general character of the site shall be preserved. Erosion control steps shall be taken during construction by minimizing the area disturbed and the time of exposure. Site grading and removal of trees shall be held to a minimum. Topsoil shall be stockpiled and redistributed uniformly after grading and then reseeded. Existing trees, shrubs and vegetation shall be protected as much as possible during construction. Newly exposed slopes shall be seeded with quick growing rye grasses and protected with mulch."