

CONSTITUTION
AND
BYLAWS
OF THE
Etna Spiritualist Association
FOUNDED IN 1876
INCORPORATED 1899

Revisions:

1999 as an independent organization

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CONSTITUTION

A. CORPORATE NAME:

This Corporation shall be known as the Etna Spiritualist Association, Incorporated (“ESA”) in the State of Maine in the County of Penobscot on October 5, 1899, as a religious organization.

B. MISSION STATEMENT AND PURPOSE:

1. The mission of ESA is for the advancement of the philosophy and religion of Spiritualism through study, experience, and participation. ESA pledges to build an environment for development and growth of its members.
2. Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including for such purposes: the making of distributions to organizations that qualify as exempt organization under section 501(C)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. (Exact wording found in the Original Amendment of Articles of Incorporation & Dissolution Statement. File #18990001; DCN: 2062071300016 dated July 26, 2006 & filed with the State of Maine Bureau of Corporations)

C. PRINCIPLES OF GUIDANCE:

1. We believe in God and that God is Infinite Spirit.
2. We believe that the phenomena of Nature, both physical and spiritual, are the expressions of Infinite Spirit.
3. We believe that a correct understanding of such expression and living in accordance therewith constitute true religion.
4. We affirm that the existence and personal identity of the individual continue after the change called death.
5. We affirm that the communication with the so-called dead is a fact scientifically proven by the phenomena of Spiritualism.
6. We believe that the highest morality is contained in the Golden Rule: “Whatsoever you would that others do unto you, do you also unto them.”
7. We affirm the moral responsibility of the individual and that one makes one’s own happiness or unhappiness as one obeys or disobeys Nature’s physical and spiritual laws.
8. We affirm that the doorway to reformation is never closed to any human soul, here or hereafter.
9. We affirm that the precepts of prophecy and healing are divine attributes proven through Mediumship.

D. DEFINITIONS:

The following definitions shall be concise and comprehensive statements to be used for all legal and practical affairs of ESA.

1. **SPIRITUALISM** is the science, philosophy and religion of continuous life based on the demonstrated fact of Spirit communication by means of mediumship.

2. A **SPIRITUALIST** is one who believes as a basis of religion in the communication between this and the Spirit World by means of mediumship and who attempts to build personal conduct and character in accordance with the highest teachings from Spirit communication.

3. A **MEDIUM** is one whose total being is sensitive to vibrations from the Spirit World and through whose being these intelligences in the Spirit World are able to deliver messages, producing the phenomena of Spiritualism.

4. A **SPIRITUAL HEALER** is one who either via one's inherent powers or via mediumship is able to impart vital, curative force to pathological conditions.

5. **THE PHENOMENA OF SPIRITUALISM** consists of Prophecy, Clairvoyance, Clairaudience, Gift of Tongues, Laying on of Hands, Healing, Visions, Trance, Apports, Levitation, Raps, Automatic and Independent Writing and Paintings, Voice, Materialization, Photography, and Psychometry and any other manifestation proving the continuity of life as demonstrated through the physical and Spiritual senses and faculties of man.

BYLAWS

ARTICLE I: MEMBERSHIP

Section 1: Any person at least eighteen (18) years of age, who is an active member in good standing of an approved Spiritualist church for at least one (1) year and has actively participated in camp duties that serve ESA for a period of not less than one (1) year may apply for membership in ESA. An approved Spiritualist church is one that meets on a regular basis and provides philosophy and healing classes with a certification process in place. The Board shall be authorized to act as an agent for circumstances requiring special considerations.

Section 2: Application for membership shall be made on forms obtained from the Secretary and returned to said Secretary, which includes the application, the survey, and a letter of recommendation from one's pastor or a church officer. The applicant will be notified in writing of the Board's decision. If denied, the notification will include reasons why the application was not approved. The applicant can reach out to the Secretary and request a face-to-face with the Board. An accepted applicant must submit their annual membership dues after they receive notice that their application has been approved then wait thirty (30) days before being enrolled by the Secretary.

Section 3: All members pledge to abide by all the provisions of the Bylaws and the general regulations of the ESA as they are now or may hereafter be altered or amended. All members are eligible to purchase a cottage on ESA land.

Section 4: Annual membership shall expire on December 31st of each year. Dues must be paid within sixty (60) days thereafter. Failure to make payment when due shall suspend member's right to speak or vote on any

question or business of ESA. Any member who is in arrears of dues for one year shall forfeit their membership and a new application will be required.

ARTICLE II: OFFICERS

The officers of ESA shall consist of a President, a Vice-President, a Secretary, and a Treasurer, any of whom may be bonded at the request and expense of the membership of ESA. Any member of ESA in good standing, having served a minimum of one (1) year on the Board or in a similar capacity shall be eligible to run as an officer. All officers must be at least twenty-one (21) years of age.

ARTICLE III: DUTIES OF OFFICERS

Section 1: PRESIDENT:

The President shall preside at all ESA Board Meetings, Members Meetings and Special Meetings. The President shall serve as Administrative Director over the officers and affairs of ESA, requiring reports from those officers as needed and shall give a report at each annual members meeting, detailing activities of the office, reviewing the status of the Corporation and providing recommendations for its growth. The President may call special meetings of the Board by giving written notice of at least ten (10) days to each Board member. The President may vote, debate or make a motion at any meeting. The President shall be an authorized signer on all bank and investment accounts of ESA. The President shall appoint an assistant to the Secretary, if needed, who may or may not be a Board member. The President shall appoint all committee chairpersons with approval by the Board, except the Grievance Committee, which shall elect its own chairperson. The President shall be a member of all committees, ex-officio. The President shall sign all certificates or other documents authorized by the Board. The President must call one (1) annual members meeting for the express purpose of providing the members with annual reports of officers, Board, and committees; to elect officers and to perform other such once-a-year Camp business. The President may take action in an emergency situation by contacting all Board members for a majority vote in the affirmative. The outgoing President shall turn over all records, documents, and reports to the newly elected President within a thirty-day (30) transition period, during which time that outgoing officer shall assist and advise the newly elected President to provide for a smooth transition.

Section 2: VICE-PRESIDENT:

The Vice-President shall serve in the absence of the President within the boundaries of the President's responsibilities and authority. The Vice-President shall remain fully informed of the President's ongoing duties and shall serve in case of the President's death, removal, or request. The outgoing Vice-President shall turn over all records, documents, and reports to the newly elected Vice-President within a thirty-day (30) transition period, during which time the outgoing officer shall assist and advise the newly elected Vice-President to provide for a smooth transition.

Section 3: SECRETARY:

The Secretary shall keep accurate, taped records of all meetings of ESA; shall conduct correspondence requested by the Board; shall have custody of ESA's corporate seal, all books and papers pertaining to said office, and shall hold a key to the safety deposit box. The Secretary shall give a report at each annual members meeting detailing activities of that office. The Secretary shall deliver all correspondence, or copies thereof, to the President within one (1) week of receipt. The Secretary shall perform other acts and duties deemed

necessary by the Board within fourteen (14) days of every meeting, the Secretary shall provide a copy of the minutes of said meeting to all Board members, including a copy of the financial report, if not already received a copy of these reports shall be made available at the request of any member. The Secretary shall maintain a file of applications for occupancy and shall submit completed applications to the Board for approval. The Secretary shall provide application forms to those requesting membership in ESA; shall collect dues from new members; shall provide a receipt of payment to each paying applicant; shall turn over all dues collected to the Treasurer and shall receive a receipt from said Treasurer to be kept on file. The Secretary shall provide each new member with a copy of the current Constitution and Bylaws. The Secretary shall maintain a yearly updated file of members' church affiliations and good standing in order to determine voting and running for office privileges. The outgoing Secretary shall turn over all documents, records, and files to the newly elected Secretary within a thirty-day (30) transition period, during which time the outgoing officer shall assist and advise the newly elected Secretary to provide for a smooth transition.

Section 4: TREASURER:

The Treasurer shall be custodian of all funds, bank accounts, bonds, notes, securities and evidence of properties belonging to ESA; shall receive all monies and shall invest same in such property or securities or deposit in such banks as the Board may direct; shall pay all bills against ESA as directed by the Board; shall keep a separate account for each of the several funds including any endowment and/or investment accounts. The Treasurer shall use a generally accepted accounting practice and shall furnish a statement of accounts whenever requested by the President or three (3) members of the Board. The Treasurer shall provide a written report at each annual members meeting, detailing activities of the office; shall report on the condition of the several funds, the nature and extent of the investments, the disbursements, the cash on deposit and on hand; shall bill for all lot fees and membership dues, directing payments to be sent to the Treasurer. The Treasurer shall furnish to the Secretary by Sept 1 of each year a master sheet, showing the full names and addresses of all cottage owners and members, including the amount each is billed and each has paid. The Treasurer shall have the books properly prepared for an audit each May and at any other time deemed necessary by the Board. The Treasurer shall be custodian of a safety deposit box key. The Treasurer, in the absence of the President, shall authorize the Vice-President or another Board member to co-sign any checks or transfers of five hundred (500) dollars or more. The Treasurer shall provide a receipt to the Secretary for all monies received from said officer. The Treasurer may be bonded with that cost paid by ESA. The outgoing Treasurer shall turn over all books, paper, records or documents to the newly elected Treasurer within a thirty-day (30) transition period, during which time the outgoing officer shall assist and advise the newly elected Treasurer to provide for a smooth transition.

Section 5: CONTRACTS, LEASES, ETC:

All deeds, mortgages, leases, licenses and all other written contracts and agreements to which the ESA shall be a party, shall be executed pursuant to resolution of the Board, by the Treasurer or the President and attested by the Secretary; and the Secretary, when necessary or required, shall affix the ESA's seal thereto.

ARTICLE IV: BOARD OF DIRECTORS, TRUSTEES AND OFFICERS

Section 1: BOARD OF DIRECTORS:

The Board of Directors of ESA shall consist of a President, a Vice-President, a Secretary, a Treasurer, and three (3) Trustees, all of whom shall become thoroughly familiar with the current Constitution and Bylaws of ESA.

Section 2: TRUSTEES:

The Trustees shall consist of three (3) elected members. Any member in good standing shall be eligible as a candidate for Trustee. The Trustees of ESA shall provide advice and assistance on the ESA Board and may vote on all actions by the Board. Any Trustee who assumes the duties of an elected officer shall forgo the remainder of the Trusteeship and shall serve as an officer only until the next annual members meeting. Trustee positions shall be staggered so that all trustee positions do not term out at the same time. One position will be filled for 3 years, one for 2 years and one position for 1 year.

Section 3: TERMS

The President, Vice-President, Secretary and Treasurer shall serve no more than three (3) consecutive, two-year terms. The three-year Trustee position shall serve no more than two (2) consecutive three-year terms. The two-year Trustee position shall serve no more than three (3) consecutive two-year terms. The one-year Trustee shall serve no more than six (6) consecutive, one (1) year terms.

Section 4: NOMINEE AVAILABILITY:

In the absence of availability of other nominees for office or as Trustee, the currently serving members may run for one additional term at the advice of the Nominating Committee and the will of the members.

Section 5: OATH OF OFFICE:

All officers and Trustees shall take the following oath of office on the day of election: "I, (name), having been duly elected (office) do solemnly affirm that I will faithfully perform my duties in accordance with the Constitution and Bylaws of ESA until my successor is duly elected and installed."

Section 6: MISSED MEETINGS:

Any elected member of the Board who misses two (2) consecutive meetings, including special meetings, or a total of three (3) during a term, may be replaced by appointment by the President first, the Vice-President second, or a majority vote of the Board. In the event of extreme circumstances, as judged by a 2/3 vote of the Board, a member may miss one (1) additional meeting before being duly replaced.

Section 7: OCCUPANCY & MEMBERSHIP APPLICATIONS:

The Board shall receive from the Secretary all completed applications for membership or occupancy or both to be acted upon by a majority of the Board within a fourteen-day (14) period, including written notification of action to the applicant.

Section 8: NEW STREETS, PARKS, OR SQUARES:

Whenever in the judgment of the Board, new streets, parks, or squares should be laid out or additional land set apart and staked for cottage lots, the Board shall so report in writing at any meeting of the membership. The report will show in detail the proposed location and size of such areas or cottage lots, along with such recommendations as the Board shall see fit to make. The membership shall vote on all actions taken regarding such recommendations.

Section 9: EMERGENCY SITUATIONS:

At the discretion of the President, an emergency problem, which cannot wait for a Board meeting, may be resolved by phoning all Board members for a majority vote for affirmative action. Such affirmed action shall be recorded by the Secretary. This does not include day to day operation and affairs of ESA that the President has authority as per described in the duties of the President.

Section 10: RENTALS:

The Board or designated member shall be responsible for renting ESA owned cottages and rental units in accordance with ESA Bylaws. The rental fees shall be set yearly by the Board.

Section 11: RESIGNATIONS:

Any officer or Trustee may resign by submitting a written letter to the Board. A signed resignation letter shall be the final authority for that resignation and shall be recorded as such by the Secretary.

The President shall appoint with board approval a temporary replacement for the vacated position until the next annual meeting. At this meeting, a replacement shall be elected to finish out the term of the resigning Board Member.

Section 12: QUORUM:

A quorum for transaction of ESA business is a majority of the Board. No Board member shall act alone.

ARTICLE V: MEETINGS

Section 1: The Board of ESA shall select the time and location for each regularly scheduled Board meeting. Special meetings of the Board may be called by the President or any three (3) members of the Board by notifying each Board member in writing at least ten (10) days in advance. All members shall be notified of all Board meetings via internet and posting in a shared location accessible to all members one week prior to a scheduled meeting. Copies of the meeting notes shall be available to members of ESA upon request.

Section 2: All meetings of the Board may be conducted according to the following agenda with all agenda items set by the President with input considered from any ESA member:

Call to Order

Invocation

Roll Call

Reading of Previous Meeting Minutes/Correspondence

Treasurer's Report

Unfinished Business

New Business

Benediction

Adjournment

Section 3: All membership meetings may be conducted according to the following agenda with all agenda items set by the President with input considered from any ESA member:

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Minutes of Previous Members Meeting/Correspondence

Treasurer's Report

Secretary's Report

Committee Reports

President's Report

Unfinished Business

New Business

Election of Officers and Trustees

Benediction

Adjournment

Section 4: Unless otherwise stated herein, actions taken at members meetings shall be by majority vote of those in attendance including a minimum of two (2) Board members. The President shall appoint three (3) tellers who shall collect and count ballots.

ARTICLE VI: ALLEGIANCE

We declare our allegiance to the flag of the USA and to the Declaration of Principles, not as a creed binding on the conscience of the individual, but as a consensus of a large majority of American Spiritualists on the fundamental teachings of Spiritualism.

ARTICLE VII: JUSTIFIABLE CAUSES FOR REMOVAL OF MEMBERS:

As members of ESA, we know that everyone strives to adhere to the belief of our Principle No. 6 (Golden Rule). In an effort to maintain harmony for everyone and so that all who attend Camp may do so in a peaceful atmosphere, the items below are guidelines that may lead to removal of a member.

Section 1:

1. Willful destruction of ESA property and other's personal property.
2. Non-compliance with Bylaws and/or Regulations
3. Excessive noise and disturbances on ESA property before 8 am and after 10 p.m.
4. Physical violence or threat of same
5. Public intoxication
6. Criminal or unlawful activity
7. Abusive action to the environment or to animals
8. Failure to carry out fiduciary responsibilities

Section 2: Any member determined to be subject to removal for cause by an investigative committee may have their membership rights suspended by the Board of Directors. Removal from membership shall only be mandated by a 2/3 vote of the membership. The accused member has all rights to be heard and represented at said membership meeting.

ARTICLE VIII: SPEAKERS

No speaker will be allowed to serve on the platform of ESA who shall preach, teach, or publicly advocate any doctrine contrary to the fundamentals of Spiritualism.

ARTICLE IX: MEMBERS OBLIGATIONS

Section 1: All members of ESA shall maintain their church memberships in good standing of an approved Spiritualist Church in order to have voting privileges.

Section 2: All members shall become familiar with current Bylaws and Regulations.

Section 3: Every member of ESA shall pay all required annual dues and lot fees by March 1st. Any member who has made payment arrangements and who pays the full amount due by the day of the annual members meeting shall have voting privileges. Annual dues & lot fees shall be set by the membership at the annual membership meeting. Annual interest of 18% shall be added to late payments.

Section 4: Any ten (10) members of ESA in good standing may call for a special members meeting by giving a fourteen-day (14) written notice to all members, including the stated purpose for the meeting.

Section 5: Any cottage owner must apply in writing to the Board for authorization to build any structure or addition to an existing structure.

Section 6: The cottages and their lot rent are vital to the continued operation of ESA. Therefore, each owner must maintain/preserve their property. The Board of Directors is charged with overseeing the preservation of member owned cottages in the event of owner neglect. After 60 day notice to owner, the board may make any repairs necessary for the preservation of the property. Any such monies shall become a 1st lien on the property with 18% annual interest and must be paid prior to any transfer of ownership.

Section 7: Loss of ownership. Any fees (lot rent or maintenance assessments) unpaid for a period of one (1) year shall subject owner(s) to the loss of their personal property. Owner(s) shall be given sixty (60) day notice and if not remedied, ownership of such cottage shall revert to ESA.

ARTICLE X: STANDING COMMITTEES

All members of ESA are encouraged to volunteer for committee service. The President shall appoint each committee chairperson with Board approval. Additional committees shall be formed as needed. All committees shall report to the Board.

A. PUBLIC RELATIONS COMMITTEE to do advertising and public relations campaigns designed to attract people to ESA and to promote deeper understanding of the Principles of Spiritualism.

B. FUND-RAISING COMMITTEE to research fund-raising activities.

C. PROGRAM COMMITTEE to design, organize, and print each annual Camp meeting program. Input from ESA members shall be considered.

D. HOUSEKEEPING & ROOM RENTALS COMMITTEE: To identify and schedule the housekeeping needs of ESA buildings such as but not limited to: The Hot Spot Café, Assembly rooms of the Inn, the Temple, the Healing Center and the bathrooms in the Inn, Temple, Ladies Auxiliary Building, and two porta potties. To oversee the rental of the rooms and collection of monies, assign the hired housekeeper. Monitor rooms to be cleaned to ensure they are ready for next renter. Inventory supplies and order as needed.

E. BUILDING MANAGEMENT COMMITTEE to maintain and clean all usable ESA buildings and to research and recommend removal or repair of unsafe ESA structures.

F. GROUNDS/GARDEN COMMITTEE: To maintain the common grounds of ESA. Oversee moving and weed whacking of the common areas to ensure manicured lawns. Maintain flower gardens and other landscaping features by cleaning out debris and weeding. Plant annuals as needed and arrange flower baskets for the porch at the Inn. Identify private cottage owner(s) rented lots that need maintenance and notify the ESA Secretary of those maintenance needs so the owner(s) can be contacted and arrangements made to attend to the maintenance concerns.

G. WATER & SEPTIC SYSTEMS COMMITTEE: To inspect and oversee the ESA summer water system which includes but is not limited to: Inspecting and repairing any leaks and/or broken pipes, shocking the wells, performing water tests on all ESA wells. Running new water lines to cottage owners who need to be hooked up to ESA summer water system. Inspecting all ESA septic systems in early June and recommending to the Board any needed repairs or systems in need of pumping. This committee is responsible for revising as needed the policy manual regarding the role and responsibilities of the duties of maintaining ESA water and septic systems.

H. BYLAW COMMITTEE to stay informed of changes in ESA's Bylaws membership needs, and to make recommendations for needed amendments or additions.

I. NOMINATING COMMITTEE comprised of three (3) non-board members, appointed by the President with Board approval, to recommend members to serve as elective officers and trustees subject to vote by members at the annual members meeting.

J. GRIEVANCE COMMITTEE comprised of five (5) non-board members and two (2) alternates selected by members at each annual membership meeting, to review any written grievance and recommend, in writing, findings to the Board for resolution. The alternates are only a true voting member of the committee if added at the dismissal, removal, or resignation of any of the first five (5) committee members. Alternates cannot vote. When/if the alternate becomes a true sitting member, then that person can vote.

Committee members will take in all grievances submitted to the committee, attend committee meetings, participate fully and openly in discussions, exchange information to the fullest extent possible, consider alternatives, and make a good faith effort to reach consensus on recommendations for the grievance submitted. Alternate members should be apprised of situations in committee meetings and attend when possible, as they have the same responsibilities as committee members should they be made a true sitting member. (Revised 9/19/2020)

ARTICLE XI: AMENDMENTS

A proposal(s) by any member to amend any article(s) or section(s) of the Constitution and/or Bylaws of ESA shall be presented to the Secretary in writing at least thirty (30) days prior to the scheduled annual members meeting or a special meeting called for that purpose in order for the Secretary to notify each member with a copy of said proposal(s) fourteen (14) days prior to that meeting. For acceptance, proposal(s) shall require a two-thirds (2/3) vote by members present and voting.

ARTICLE XII: DISSOLUTION AND DISTRIBUTIONS

(Exact wording for Paragraph 1 & 2 found in the Original Amendment of Articles of Incorporation & Dissolution Statement. File #18990001; DCN: 2062071300016 dated July 26, 2006 & filed with the State of Maine Bureau of Corporations)

1. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (C) (3) of the Internal Revenues Code, or corresponding section of any future federal tax code, or shall be distributed to the Federal Government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.
2. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set for the in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal Income tax under section 501 (C) (3) of the Internal Revenue Code, or corresponding section of any future tax code, or (b) by an organization, contributions to which are deductible under section 170 (C) (2) of the Internal Revenue Code, or corresponding section of any future Federal Tax Code.

ARTICLE XIII: PARLIAMENTARIAN AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised, shall govern the proceedings of ESA in all cases to which they are applicable and in which they are not inconsistent with these Bylaws, any special rules of order that ESA may adopt, and any statutes applicable to this organization that do not authorize the provisions of these Bylaws takes precedence.

ARTICLE XIV: THE HEALING CENTER

The building referred to as "The Healing Center" is located on Tax Map 9, Lot #63. The Healing Center is part of the Etna Spiritualist Association and is used exclusively for charitable, religious, and educational purposes. Our religious organization qualifies as a tax-exempt nonprofit organization under Section 501(c)3 of the IRS

ADDENDUM – ELECTIONS

For the benefit of those who will follow as officers and trustees, keeping with a needed staggered policy, the following positions will be filled for the years stated below:

The President and Secretary are elected in odd years for a two (2) year term. The Vice President and Treasurer are elected in even years for a two (2) year term. Trustees are elected for a staggered schedule of one - three (3) year term position, one - two (2) year position, and one – one (1) year position.

GENERAL REGULATIONS

General Regulations are established for the basic running of Camp Etna. In order to address any unforeseen problems, these regulations may be revised or added to by the Board between annual members' meetings by a majority vote of the Board. All additions or changes shall be reviewed at the next annual members' meeting for discussion, explanation and suggestions.

1. ESA INFRASTRUCTURE:

A. WATER SYSTEM: No later than March 1 of each year, a person or persons shall be selected to attend to the summer water system by activating the water lines in the spring making repairs and draining the system in the fall.

B. GROUNDS, TREE REMOVAL: No later than March 1 of each year, a person or persons shall be selected to mow lawns, do weed whacking, trimming, and to remove all debris from ESA grounds. Each year the trees on ESA property shall be assessed for safety and dangerous trees shall be removed. (See Regulation #17 for tree removal by individual members).

C. ROADS: By May 1 of each year, the Board shall assess the condition of Camp roads for possible repairs that the Board shall attend to during June.

D. PLOWING: By October 1, the Board shall obtain 2 or 3 bids for new plow contractors. The Board has the option to renew contracts with the current contractor if desired. The contractor will be responsible to plow and sand all designated Camp roads to insure access for emergency vehicles and road protection. Camp owners may employ the same contractor for plowing their private parking areas at the owner's expense.

E. SEPTIC AND SEWER SYSTEMS: Starting July 1, 2005, and each July thereafter, the Board shall check all campground systems for damage, repair needs, and cleaning. Should any cottage owner's system be found in need of repair, that owner shall be notified in writing by the Board to properly and timely make repairs. The Board shall make a map of all septic and sewer systems Camp wide and shall clearly mark each system. The Board shall provide a copy of said map to the Board, and the map shall be updated each year.

F. PARKING: Beginning July 2005, the Board shall create and label designated parking areas for cottage owners and the general public, including handicap parking.

2. A cottage owner who plans to sell a cottage must inform the prospective buyer that only Spiritualists who are members of ESA may own and occupy any cottage on ESA property. The owner shall give the prospective buyer a copy of the current Constitution, Bylaws, and Regulations. The seller must disclose in writing any past-due money owed to ESA, such as lot fees. The owner shall obtain a ESA standard bill of sale for the contractual agreement between the seller and the buyer and a copy of the ESA occupancy permit for the buyer to fill out to present to the board. Prospective buyers shall be advised that all residents of Camp Etna are tenants-at-will and are subject to all regulations and assessments of ESA as well as municipal taxes. Prior to selling the property, the cottage owner must inform the buyer that the sale does not mean automatic occupancy rights will be granted if not a member.

3. The prospective owner who is a member of ESA shall present to the Board a copy of the purchase agreement that is on an ESA form and an occupancy permit. The board will vote on the occupancy of the purchased cottage once it is determined that all requirements and back fees and lot rent if any has been met.

4. Within fourteen (14) days of the board meeting where the prospective buyer and occupancy was discussed, the Board shall notify the buyer in writing of its decision.

5. When ownership is established and occupancy is approved, the new owner shall provide the Secretary with contact information such as name, address, billing address if different, email address and phone number for their records.

6. No cottage owner shall be allowed to keep more than two (2) pets. All dogs must be kept on leashes at all times when on the grounds of ESA. Owners shall clean up all dog droppings. All dogs must be kept under control at all times. Any dog that is repeatedly off leash or not kept under control will NOT be allowed to remain on the grounds.

7. Any inheritor of a member's cottage(s) who wishes to become a member of ESA must meet all membership requirements. Prior to acceptance for membership, the inheritor may use and occupy the cottage(s) by abiding by ESA's Constitution, Bylaws, and Regulations. Written proof of legal ownership of the cottage(s) must be provided to the Board.

8. Any inheritor of a cottage(s) who does not intend to join ESA must sell or remove or may donate the inherited cottage(s) within one (1) year in order to prevent neglect and decay of the property. The inheritor may avoid this action by employing someone to care for the cottage(s) and grounds while awaiting transfer of ownership.

9. A cottage owner shall apply in writing to the Board for authorization to build any structure or additions to an existing structure. The Board shall notify all neighbors of any meetings concerning building plans. Any structure that has/had wheels and or axles otherwise known as a "mobile home" or "trailer" will not be approved or allowed to be used as a camp/cottage on any ESA owned lots.

10. No firearms shall be discharged on ESA property.

11. From May 1 to November 1, a guest(s) of an owner may stay in an owner's cottage even though the owner(s) is not present and only if the owner(s) are members in good standing and have satisfied all past and current encumbrances. An immediate family member of an owner(s) may stay in the owner's cottage at any time even though the owner(s) may not be present and only if the owner(s) are members in good standing and have satisfied all past and current encumbrances.

Family members over the age of 21 wishing to stay in the owner's cottage between the months of November 1 to May 1 must become members of ESA. Individuals will have one year after their 21st birthday to obtain

membership.

Guests of an owner(s) (for example an owner's partner) may stay in an owner's cottage at any time even though the owner(s) may not be present and only if the owner(s) are members in good standing and have satisfied all past and current encumbrances. Guests wishing to stay in a cottage between the months of November 1 to May 1 must become members of ESA. These individuals will have one year from November 1 of the year they begin staying in the cottage with the owner to obtain membership.

12. Any number of members living together in the same cottage as their primary residence may own no more than one (1) additional cottage.

13. All residents and cottage owners shall comply with all Municipal and Government laws, ordinances, rules and regulations. Any violation(s) thereof shall constitute a breach of the regulations of ESA and shall be handled by the Board.

14. It shall be prohibited for anyone to drill a well or cause a well to be drilled on any land owned by ESA without written authorization by the Board.

15. It shall be unacceptable to install a new septic tank and/or drainage field without written authorization of the Board. Town and state laws must be observed regarding such installation.

16. Any new cottage or structure shall be no nearer to any other cottage or structure at its nearest point than fifteen (15) feet. No cottage owner shall have control or jurisdiction over any property or land situated more than seven and a half (7½) feet from the sill of his or her own structure.

17. In order for any member to remove or have removed any tree (4 inches in diameter or larger), there must be a written authorization by a majority vote of the Board. If the tree is endangering a member's cottage or other structure, the Board shall arrange for the tree removal by emergency action. All debris from removal of any tree must be cleaned up immediately.

18. If a municipality acquires any property situated on ESA land, that municipality shall be subject to all existing regulations and assessments of ESA.

19. All vehicles shall be parked off streets during May through October [and in labeled parking areas] When no parking is available near a cottage, the driver may park on the street long enough to load or unload the contents before parking the vehicle elsewhere.

20. All trash left outside a cottage shall be kept in closed containers. To prevent the scattering of trash by wind or animals, all trash left at the top of Pond Street for weekly pickup must be placed in Town of Etna mandatory blue trash bags and placed in closed containers. Trash bags can be purchased at the Etna Village Variety or Town Hall.

21. All cottage owners must keep grounds around their cottage(s) mowed, weed whacked, shrubs trimmed, free of debris and hazardous waste at all times. If the area is not kept clean, ESA may hire the work done and the cottage owner will be billed. Any unpaid balance will be added to the annual lot fee.

22. Any ESA member whose church membership has changed is required to notify in writing the ESA Secretary.

- 23.** Private readings and/or private healing sessions during camp season are permitted in private cottages. However, organized workshops, home circles, classes, seminars, galleries, etc held in private cottages are prohibited as these events will conflict with ESA events.
- 24.** Self-contained campers, recreational vehicles or motor homes will be allowed only during camp meeting. Parking will be in designated areas only. No electricity, sewage, or water will be provided. A cottage owner who owns an RV, camper or motor home, that are currently on the grounds as of May 4, 2007 is grandfathered.
- 25.** Cottage owners who are on camp supplied water are provided water for basic needs, such as hand washing dishes, cooking, and bathroom use.
- 26.** No member can plant, landscape or place ornaments on ESA common grounds without approval. Any member who wishes to plant bulbs, plants, bushes, trees, etc. on ESA common grounds must present to the grounds committee their proposed intentions. The grounds committee will present the proposal to the board for approval. There is a landscaping plan for the common grounds that has been approved by the board and the member's proposed plantings may contradict those plans. If you are a cottage owner, you are free to landscape in the 7 1/2 feet around your cottage. Please keep drainage ditches in front of your cottage free of debris and plants that would interfere with the flow of rainwater.
- 27.** Any purchases made for ESA must have prior approval of the board. In order to be reimbursed you must present to the Treasurer with an actual receipt from the place of business where the purchase was made. No receipt handwritten by the member will be accepted. Anyone who has a board approved account must contact the board for any single purchase over \$50.00.
- 28.** Any member who plans to do work for ESA for wages must present to the board for approval a written proposal of what they plan to do, approximate time and cost to ESA for that job to be completed. The member must accurately log hours being charged to ESA and present that log to the treasurer for payment. Any materials purchased as part of the prior approved plan must have proper receipts in order to be reimbursed.
- 29.** It is assumed that all members will follow our mission statement, which begins with: "The mission of ESA is for the advancement of the philosophy and religion of Spiritualism through study, experience, and participation." Members are encouraged to participate as much as possible by attending classes, circles and other events and community gatherings. Additionally, members are expected to volunteer a minimum of 10 hours annually with camp duties that serve ESA. Members are encouraged to belong to and participate in at least one ESA committee annually. Concessions will be made for members with extenuating circumstances as deemed by the board.
- 30.** ESA reserves the right to require a criminal background check on any person applying for membership, and on any person who is not a member who will be staying in a cottage (ESA or Privately owned) on Camp Etna Grounds for more than (14) fourteen consecutive days. All requested background checks must be completed and results approved by the board before membership will be granted or before occupancy of a guest or renter is allowed. Any background check must be paid for by the individual who is being checked or by the owner of the cottage who is hosting the guest or renter.