

**DECLARATION OF PURPOSES  
OF  
TINK-WIG MOUNTAIN LAKE FOREST PROPERTY OWNERS  
ASSOCIATION**

WHEREAS; the Association desires to provide for the preservation of the values and amenities in the Tink-Wig Mountain Lake Forest Community, a private development, and to provide for necessary public services and for the maintenance of parks, playgrounds, lake, open spaces, roads and other common facilities, and to this end desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and for the benefit of said property and each owner thereof; and

WHEREAS; the Tink-Wig Mountain Lake Forest Property Owners Association shall be delegated and assigned the powers of maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS; the Tink-Wig Mountain Lake Forest Property Owners Association shall be incorporated under the laws of the Commonwealth of Pennsylvania as a non-profit corporation for the purposes of exercising the functions aforesaid;

Now therefore, the following Constitution has been adopted at a general meeting of the property owners of Tink-Wig Mountain Lake Forest held on September 20, 1975 at Tink-Wig Mountain Lake Forest Clubhouse, Lackawaxen Township, Pa.

Revised July 2024

## CONSTITUTION AND BY-LAWS

### ARTICLE I - Definitions:

**Section 1**, The following words when used in this declaration or any supplemental declaration or amendment thereto (unless the context shall prohibit) shall have the following meanings:

- (a) "**Association**" shall mean and refer to the Tink-Wig Mountain Lake Forest Property Owners Association (TWPOA).
- b) "**The properties**" shall mean and refer to all such existing properties and additions thereto, and are subject to this Declaration or any Supplemental Declaration or Amendment under the provisions of Article II hereof. Also known as units.
- (c) "**Common Properties**" shall mean and refer to those areas of land, lake and roads shown on any recorded subdivision plat of the properties, including the Reserved Areas, intended to be devoted to the common use and enjoyment of the owners of the "Properties"
- (d) "**Original Lot**" shall mean and refer to any lot or plat of land shown upon any original recorded and subdivision map of the Properties after the same has been sold by the Developer or its representatives or assigns, by land contract or by deed but shall not include Common Properties as heretofore defined or any lot that the Developer has sold in which becomes default by the purchaser and that the Developer or its assigns takes back for resale.
- (e) "**Owner**" shall mean and refer to the equitable owner whether one or more persons or entities holding any original lot situated upon the Properties whether such ownership be in fee simple or as land contract vend, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "**Members**" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 2 hereof.
- (g) "**Board**" shall mean the Board of Directors of the Association.
- (h) "**Member in Good Standing**" shall mean lot owners whose assessments and association fees are paid by September 30th of the current assessment year and have not been declared to be in violation of the Association's Constitution and By-Laws and Rules and Regulations.
- (i) "**Cost and Fees**" Whenever the terms "Costs and Fees" are used in Article VIII of the Constitution and By-Laws they shall include, but not be limited to, the following: interest, delinquency or late charge, reasonable attorney's fees, magistrate's filing fees, constable fees, costs of perfecting service of complaints or other legal documents, prothonotary's fees, sheriff's fees, costs or fees for alternative service when same has been approved by the Court of Common Pleas.
- (j) "**Seller**" Wherever the term "Seller" appears in the Declaration of the Restrictive Covenants of the Tink Wig Development the same shall be interpreted to mean

the Tink Wig Mountain Lake Forest Property Owner's Association, Inc. which is the successor in interest to the original developer.

- (k) **“Improved Lot”** A lot shall be considered improved if it contains a home for which a certificate of occupancy has been issued by Lackawaxen Township.

**ARTICLE II - Property subject to this Declaration and additions thereto:**

**Section 1** Existing property as recorded in the State of Pennsylvania, County of Pike Plat Book #10.

**Section 2** That property, whether real or personal, tangible or intangible property, which subsequently acquired by the Association or is, from time to time, deeded or transferred to the Association by the Developer or by action of a court of law.

**ARTICLE III - Membership and Voting Rights in the Association:**

**Section 1** Classes of Members: there shall be members and associate members.

**Section 2** Every person or entity (as his or her name appears on the recorded deed) who holds any equitable interest in any original lot or lots included within the Properties as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the association provided that any such person or entity who holds such an interest merely as a security for the performance of an obligation shall not be a member.

**Section 3** Persons not holding an interest in any original lot in said properties may become a non-voting member (associate member) of the Association under terms and conditions prescribed by the Board. The following may qualify for associate membership:

- (a) The spouse and children of a member who have the same principal residence as the member.
- (b) Persons who may be tenants or regular occupants of residences situated within the properties.
- (c) Associate members shall have no vote or right of notice of any regular or special meeting of members. The privileges and duties of Associate members shall be established from time to time by the Board by resolution. The privileges and duties of Associate members need not be the same as those of members.

**Section 4** Voting Rights:

- (a) The Association shall have one class of voting membership. Voting members shall be all those members holding interest required for membership in Article III, Section 2. When more than one person or persons holds such interest in any lot in said Properties, all such persons shall be members and the vote for each lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each original lot that he/she owns in fee or in which he/she has an interest as a land contract purchaser.

- (b) Proxies in writing may be executed by every member entitled to execute consents. These proxies must be filed with the Secretary of the Association. Subject matter of all proxies shall be limited to a vote on a specific subject or proposal being presented at the Annual or Special Meeting provided for in Article V, Section 3.

**Section 5 Privileges of Members:**

Members and Associate Members shall have a right and easement to use the Common Areas subject to such other rules and conditions as may be established by the Board. Such right and easement of enjoyment in and to the common properties shall be appurtenant to and shall pass with the title of every lot.

**Section 6 Suspension of Privileges of Membership:**

The Board may suspend the voting privilege of any member and the right and easement of any Member or Associate Member to use the Common Areas for:

- (a) The period of any continuing violation by such Member or Associate Member of the provisions of the Declaration, Constitution and By-Laws, Rules and Regulations or Restrictive Covenants after the existence thereof shall have declared by the Board pursuant to Article XII, and:
- (b) Any period during which an Association assessment, charge, cost , fine or fee on such member's lot remains unpaid.

**Section 7 Payment of Association Litigation costs**

Should a Member file suit against the Association and/or its directors and/or agents relating to actions take or allegedly taken by the Association/Director/Agent in that capacity and is unsuccessful in said suit, the Plaintiff/Member shall be responsible for the payment of any and all of the Association's costs incurred in defense of the lawsuit, including attorney's fees and other costs as defined in Article I, Section 1(h) of these Bylaw. said costs shall constitute an automatically perfected lien on the Plaintiff's /Member's property and shall designate the Plaintiff/Member as a member not is good standing for all other purposes until all amounts are paid in full. During this period of delinquency, the Plaintiff/Member shall not be able to run for the Board. This provision shall apply to all new lawsuits filed after the adoption of this provision. "Unsuccessful" means the Association is not found liable via voluntary dismissal with prejudice, voluntary dismissal without prejudice (absent a settlement agreement), or pursuant to court order after hearing or motion.

**ARTICLE IV - Evidence of Membership and Transfer:**

**Section 1 Membership Certificate:**

Certificates of Membership in the Association may be issued to Members and Associate Members. Such certificates shall be in a form as the Board shall from time to time designate and shall be issued over the signature of the Executive Director or other officers of the Association so designated to do so by the Board. Such certificate shall indicate whether or not the holder is a Member or an Associate Member and shall also indicate the Lot number,

the ownership of which gives rise to membership. Such certificate shall also clearly state on its face that the Association is not-for-profit corporation. Adequate records shall be maintained at the registered office of the Association showing the names of the Members and Associate Members of the Association, the type of membership and the date of membership.

**Section 2 Transfer:**

When a member ceases to be an owner, such person's membership, and those Associate memberships existing through relationships to such persons, shall cease, but such person shall remain liable for all Association charges incurred prior to the giving of written notice to the Association that each person is no longer an owner.

**ARTICLE V - Meetings of Members:**

**Section 1 Place of Meeting:**

Any meeting of the Members of the Association shall be held in the Commonwealth of Pennsylvania at such place therein as may be stated in the notice of such meeting. The Board shall make every effort to select such location as will be least inconvenient to the majority of the members.

**Section 2 Annual Meeting:**

The Annual Meeting of the Association shall be held on the Saturday nearest Independence Day, commencing with the year 1993.

**Section 3 Special Meetings:**

Special meetings of the Association may be called by the Board any time in the manner herein provided. The Board may call a special meeting by a majority vote of the total Board membership. A special meeting may also be called upon written petition of ten percent (10%) of the members of the Association who would have the right to vote at such a special meeting. Such petition shall set forth the purpose of the special meeting.

**Section 4 Notice of Meetings:**

Written notice of the place, date, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is being called shall be delivered not less than thirty (30) days or more than forty (40) days before the date of the meeting, either personally or by mail to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at their address as it appears on the records of the Association, with postage prepaid or such notice may be published in any newspaper or publication printed under the auspices of the Association and distributed to all members of the Association. At a special meeting no business shall be conducted except that stated in the notice of said meeting. Request for special meeting by petition as herein above described shall be acted on within thirty (30) days after filing such petition with the Secretary of the Association. EXCEPT, that as a

result of damage to common property, the Board may call a meeting with ten (10) days notice.

**Section 5 Quorum:**

A quorum at either a special meeting or the annual meeting of the Association shall be ten (10) percent of the members entitled to vote at such meeting in person or by proxy. A majority of the votes entitled to be cast at any meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members unless a greater proportion is required by law or where otherwise provided in this Declaration.

**Section 6 Conduct of Business:**

The rules contained in Robert's Rules of Order shall govern the Association in all cases to which they are applicable, and in which they are not inconsistent with the By-Laws of the Association.

**ARTICLE VI - Directors - Board of:**

**Section 1 Powers of Board**

The Board shall:

- (a) Manage and control the affairs of the Association.
- (b) Adopt a corporate seal as the seal of the Association.
- (c) Designate a banking institution or institutes as a depository for the Association funds; and the officer or officers authorized to make withdrawals there from and to execute obligations on behalf of the Association.
- (d) Perform other acts the authority for which has been granted herein or by law including the borrowing of money for Association purposes as hereinafter provided. A resolution by the Board that the interests of the Association require the borrowing of money shall be sufficient evidence for any person that the borrowing is for a proper corporate purpose. The Board, may, if it determines that the same shall be reasonably necessary, assign, pledge, mortgage or encumber any Association property (except the real property and buildings thereon, if any, designated as "common areas") as security for such borrowings, and they may pledge or assign future revenue of the Association as security therefore; provided, however, such borrowing shall be limited to five percent (5%) of the then current annual budget. Any required borrowing in excess of five percent (5%) of the total annual budget shall be submitted to the membership for vote at a special meeting of the Association membership. Approval for such expenditure shall require two thirds (2/3) vote of the members who are voting in person or by proxy at a special meeting duly called for this purpose.
- (e) Rules and Regulations: The Board shall propose such rules and regulations relating to the use of Association property and sanctions for non-compliance therewith, as it may deem reasonably necessary for the best interest of the Association and its members. These Rules and Regulations must be approved by

the membership at an Annual or the May Board meeting by a simple majority of those voting in person or by proxy. While the members have authority to adopt amendment to Rules dealing with activities on the common areas and the units, the Board shall retain unilateral authority to adopt Rules dealing with the administration of the Association and its property. These shall be called Administrative Rules. Administrative Rules shall be codified in a separate section of the Rules and Regulations. Changing an existing Rule to an Administrative Rule shall require membership approval as per this Article. The Board may establish and levy reasonable fees for the issuance of building permits and/or the use of Association property. The Board shall employ a sufficient number of persons to adequately maintain Association property.

#### Administrative Rules

The rules found in this category shall be amended solely by the Board of Directors at an open meeting.

The following rules shall be moved to the category of Administrative Rules:

1. All rules and regulations for the Pool.
  2. All rules and regulations for the TWPOA office.
  3. All rules and regulations regarding 911 house numbering compliance.
- (f) The Board shall, prior to the annual meeting of the Association, adopt an operating budget to be presented for approval by the members at such annual meeting. Upon membership approval of the budget, the Board shall, taking into consideration other sources of income that the Association may have, levy the required annual assessment for each improved or unimproved lot that shall result in sufficient revenues to cover budgeted expenditures for the following year. Upon the adoption and approval of the budget, the Board shall be bound by the same and expenditures shall not vary there from by more than five percent (5%) of the total budget without having called a special meeting of the members, in the manner provided for in these Bylaws, to approve such variations. In cases of fire, storm, or other acts of God, where damage is suffered by Common Property, expenditures for emergency repairs not in excess of fifteen percent (15%) of the annual budget may be expended without membership approval. The budget shall be adopted only after members of the Association shall have a reasonable opportunity to review and comment on the proposed budget. The Board shall schedule budget hearings at least forty five (45) days, but not more than sixty (60) days before the annual meeting. Copies of the proposed budget shall be distributed to each property owner, either by direct mail or newspaper, periodical or bulletin, published by the Association.
- (g) A two thirds (2/3) majority vote of the directors shall be required to propose an increase in Association dues.
- (h) No Director may receive compensation in any form for services performed on behalf of the Association, yet may receive reimbursement for actual, documented expenses incurred on behalf of the Association with Board approval.

- (i) Each Board Member shall actively engage in a committee.

**Section 2** Term of office: Board Members shall serve a term of three (3) years. The Board shall be composed of three (3) groups of five members with each group's term staggered so that each year, five directors' terms will expire. No elected or appointed board member may serve more than three consecutive terms of office. After 3 consecutive terms, an individual is ineligible to serve as an officer or a member of the board for a period of one year. In the event of a resignation or removal from office, as per Article 6 Section 7, that member cannot serve on the board for at least one year.

**Section 3** Election of Directors:

- (a) Section 3 Election of Directors:

Eligibility: Persons eligible for election to the Board shall be voting members of the Association in good standing. All voting members, as defined in Article III, section 2, for any one lot are eligible to serve, however only one person named on the deed for any single lot may serve on the Board at any one time. All candidates must sign Board Approved responsibility agreements, non-disclosure agreement and submit for a background check. Election of Directors shall be by written ballot as hereinafter provided. In all elections of Directors, each member shall be entitled to cast as many votes as shall equal the number of votes which he/she is entitled to cast in any matter other than the election of Directors, multiplied by the number of Directors to be elected.

- (b) Filing for Candidacy for Director:

1. Incumbents must inform the Secretary by March 1, a letter of their intention to run for re-election. If such notice is not received by said date, the incumbent's name will not be placed on the ballot in the upcoming election; no endorsements shall be necessary for incumbents.
2. Between the first of January and the fifteenth of April of each year, any voting member in good standing may file with the Secretary of the Association a statement of his or her candidacy for election as a Director of the Association for a term beginning immediately following the Annual Meeting of the Association held after the filing of such statement.
3. In addition to the methods of filing for candidacy for office of directors of the Association as heretofore provided, a nominating committee of five elected and appointed members to submit a list of up to five (5) additional candidates. Such candidates shall not need petitions. The function of the nominating committee is to insure that there are at least five (5) candidates for the upcoming election. The committee shall not be invoked unless there are less than five (5) candidates for election to the Board of Directors. The nominating committee shall consist of the following appointed and elected members as follows:

- (a) Two (2) members appointed by the Board, and:
- (b) Three (3) members elected by members at the Annual Meeting.



All voting members, as defined in Article III, section 2, for any one lot are eligible to serve, however only one person named on the deed for any single lot may serve on the Nominating Committee at any one time. All candidates must sign Board Approved non-disclosure and responsibility agreements. The nominating committee shall be formed at the Annual Meeting to prepare the list of candidates for the following annual election upon its being invoked by the Board of Directors anytime after April 15th of the election year.

4. The Secretary of the Association shall cause notice of each candidacy and a written biography statement of no more than 125 words, which must be received no later than April 15th. Content shall be limited to the background/qualifications of the person submitting the biography. Excessive length, content containing references to other persons, political and/or accusatory statements in the biography shall be grounds for disqualifying the biography. A majority vote of the Board of Directors shall be required to disqualify a biography and the candidate will be on the ballot without a biography.
  - (a) Method of Election: All elections to the Board shall be made on written ballot or ballots which shall:
    - (1) Describe the vacancy to be filled; and
    - (2) Set forth the names of these persons who have become candidates for the office of Director in the order in which they filed their statements and endorsements of candidacy with the Secretary of the Association. Such ballots shall be prepared and mailed by the Secretary to each member entitled to vote, simultaneously with the mailing of the notice of the Annual Meeting of the Association.
  - (b) Each member entitled to vote shall receive one (1) ballot for each Lot for which he/she is a voting member.
  - (c) Method of Return and Control of Ballots: The completed ballot shall be returned as follows:

Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. The ballot shall be sent to an independent third party, as appointed by the Board who shall serve as custodian of the ballots until the evening of the ballot counting. Each such "ballot" envelope shall contain only one (1) ballot and each voting member shall be advised that because of the verification procedures hereinafter set forth, the inclusion of more than one such ballot in any one (1) "Ballot" envelope shall disqualify the return. Such "Ballot" envelope shall be placed in another sealed envelope which shall bear on its face the name of the member, his/her lot number, and such other information as the Board may determine will serve to establish his/her right to cast the vote or votes presented in the ballot or ballots contained therein. Ballots shall be returned (post marked) to the independent third party by the date specified on the ballot.

- (d) On the day selected by the Board for the ballot count, the external envelopes containing the “ballot” envelopes shall be turned over, unopened, by the independent custodian to an Election Committee at a specified date, time, and place. The Election committee shall consist of the Secretary of the TWPOA Board, the then existing Board and the candidates or a representative of each candidate for the office of Director. The Secretary of the Board shall establish that the lot number of the member on the outside of the envelope is that of a member in good standing. The outside envelope shall thereupon be placed in a safe or other locked place, once the member in good standing ballots have been segregated, and the Election Committee shall proceed to the opening of the “Ballot” envelopes and counting of the votes. If any “Ballot” envelope contains more than one (1) ballot, all ballots contained in such envelope shall be disqualified. The Secretary of the Board shall certify the results of the count at the annual meeting, and the terms of office of the Directors so elected shall commence immediately following such annual meeting.
- (e) All outside envelopes, ballots and statements of candidacy shall be retained by the Secretary for a period of one (1) year.
- (f) In the event that the number of nominating petitions filed in accordance with the procedures set forth in the Constitution and By Laws equals the number of vacancies on the Board of Directors, or the number of members on the list provided by the Nomination Committee pursuant to Article VII, Section 4 (b) equals the number of vacancies on the Board of Directors, or the combination of both equals the number of vacancies on the Board of Directors, it shall not be necessary for the Board to conduct the balloting procedures and methods of election set forth in Article VI , Section 4 and the Secretary of the Board of Directors shall, instead, cast one ballot for each of the nominees at the Annual Meeting of the Association. Any such nominees shall be considered regularly and duly elected members of the Board of Directors.

**Section 4** Meeting of the Board of Directors:

The Board shall meet at least monthly, EXCEPT for the months of January and February during which time the regular business of the Association shall be under the direction of the Executive Committee. Special meetings of the Board may be called by the Executive Director or by a majority of the Board and shall be held at such place as the call or notice of the meeting shall designate. Notice of special meeting may be given to the Board Members in writing or orally at least seventy two (72) hours prior to the date of said special meeting or notice thereof may be waived by the Directors in writing. Board meetings are held for the purpose of conducting Association business. Any Association member may attend Board meetings and may offer comments or suggestions during the time scheduled on the Agenda for Property Owner's Comments. Planning sessions for the Board members and Committee meetings may be held from time to time. After adoption of a resolution setting forth the times of regular meetings, no notice of such meetings shall be required or waived but notice

of special meetings of the Board shall be given. All regular or special meetings will be held according to the rules contained in Robert's Rules of Order.

**Section 5 Quorum:**

Board of Directors - Eight (8) members shall constitute a quorum to transact business of the Board and act of the Majority of the Directors present at any meeting shall be deemed the act of the Board.

**Section 6 Vacancies:** If any vacancy exists on the Board, such vacancy shall be filled pursuant to an appointment made by the Board of Directors. Such appointment must be approved by a majority vote of the Board at a properly noticed meeting with a quorum present. Candidates showing interest may present a letter of intent at any time or self nominate at any meeting when such vacancy is to be filled. Any person so appointed shall be a Director to the completion of the unexpired term of his/her predecessor, which shall be counted as a full term if more than half the term has been served (as per Roberts Rules of Order, Chapter 15 Section 47 10<sup>th</sup> Edition). Such person shall be exempt from the requirement listed under Article 6 Section 3 (b) (1), if the appointment to the Board was made after March 1<sup>st</sup> and the term of office is expiring during the same year as the appointment.

**Section 7 Suspension of Director:**

Any board member indicted for a felony shall be : automatically suspended pending the outcome of such indictment. If convicted, he/she shall be dropped from office. Any board member who shall miss four (4) meetings of the regularly scheduled Board meetings in any given fiscal year shall automatically be removed from office.

**Section 8 Indemnification**

The Association shall provide for the indemnification of any and all directors, officers, committee members, employees and agents of the Association to the extent permitted by law and shall also purchase insurance appropriate for that purpose. This indemnification shall cover both third party actions and derivative and corporate actions.

The Association shall indemnify and hold harmless each director, officer, committee member, employee and agent against all liability and legal expenses arising out of that person's good faith actions on behalf of , or a representative of, or at the request of the Association, but this indemnification shall not include liability for any act of willful misconduct or breach of fiduciary duty. Directors shall not be personally liable to the Association or members except for acts of willful misconduct or breach of fiduciary duty which constitutes intentional misconduct or gross negligence.

The Association has the right to advance defense costs to the defendant/party seeking indemnification, pursuant to guidelines found in statute, so long as the agent provides in wiring a statement confirming that he or she will repay any monies extended or advanced by the Association for the defense of the agent should a court determine that the agent was not entitled to indemnification

In determining whether indemnification shall be provided, the Association shall be directed by the definitions and guidance found in the Uniform Planned Community Act and the Nonprofit Corporation Law.

## **ARTICLE VII - Officers and Committees:**

**Section 1** The officers of the Association shall be the Executive Director, one or more Assistant Executive Directors, the Chairperson of the Board, the Secretary, and Treasurer, and such officers and assistant officers as the Board may from time to time elect, by vote of the majority of the directors, in order to carry out the mandates of the Association. Officers are not required to be Directors and shall serve at the pleasure of the Board. Officers do not have voting privileges; however, those officers that are also Directors may vote in their capacity as Directors. Any two (2) or more offices may be held by the same person, except the office of Executive Director and Assistant Executive Director(s).

### **Section 2** Executive Director:

The Executive Director shall be the general managerial officer of the Association except as otherwise determined by the Board, and shall report directly to and receive all directions and instructions solely from the Board. He/she shall be vested with the powers and duties generally incident to the office of Executive Director of a not-for-profit corporation, except as otherwise determined by the Board, or as may be set forth in these By-Laws. The Executive Director shall direct and supervise all Association staff and contractors. He/she shall report at each Board Meeting on all significant activities for the period from the prior meeting as well as summarize routine matters. He/she cannot be a member of the Board of Directors if this is a salaried position. He/she will be in cooperation with the Treasurer, be responsible for the timely issue of all account receivable and the collection and deposit of all funds. The Executive Director will pay all bills authorized by the Treasurer. He/she shall be an exofficio member of all committees.

### **Section 3** Assistant Executive Director:

In the absence of the Executive Director, or in the event of his/her inability or refusal to act, the Assistant Executive Director is empowered to act, and thereupon be vested with the powers and duties of the Executive Director.

### **Section 4** Chairperson of the Board

- (a) Chairperson of the Board: The Chairperson of the Board shall preside over all regular and special meetings of the Board, and at the Annual Meeting of the Association and at all special meetings of the Association. He/she will call the meeting to order, verify the Agenda, state and put all questions properly before the assembly, preserve order and decorum and decide all questions of order. In all cases he/she can vote. He/she also has the right to address the assembly on a question, in which case, the Assistant Chairperson or another Board member shall

be called to Chair. The Chairperson shall act as liaison between the Board and the Officers in the absence of the Board. Instructions to Officers and staff may only be given by the Chairperson if and when specifically authorized by the Board. In an emergency, the Chairperson and/or the Executive Director will consult with and or call a meeting of the Executive Committee (a majority of the Officers) and as soon as possible thereafter the full Board.

- (b) Assistant Chairperson: In the absence of the Chairperson, or in the event of his/her inability or refusal to act, the Assistant Chairperson is empowered to act, and therefore be vested with the powers and duties of the Chairperson.

**Section 5** The Secretary or Assistant Secretary:

The Secretary and Assistant Secretary of the Association shall keep the minutes of the business and other matters transacted at the meetings of the members and the Board. He/she shall have custody of the minutes, which shall be open for inspection by any member in good standing. The Secretary or Assistant Secretary shall have custody of the Corporate seal and record, maintain a list of the members and their addresses, and perform all other duties incident to the office.

**Section 6** Treasurer:

- (a) The Treasurer shall report on all financial matters to the Board. The Treasurer shall have custody of the funds of the Association, supervise the collection of monies due and authorize the payment of all association obligations. The Treasurer shall be responsible to maintain accurate financial reports and present these routinely to the Board. The Treasurer shall assist in preparing the Annual Budget Report. If it is expedient and subject to the approval of the Board of Directors, these duties may be carried out by the Executive Director. In this case the Treasurer is still responsible for verification and submitting monthly Financial Reports to the Board. The Board shall require that the Treasurer be bonded for such amount and under such conditions as the Board may require, and such bond shall be at the expense of the Association.
- (b) Assistant Treasurer: In the absence of the Treasurer, or in the event of his/her inability or refusal to act, the Assistant Treasurer is empowered to act, and thereupon be vested with the powers and duties of the Treasurer. The Board shall require that the Assistant Treasurer be bonded. The expense of such bonding shall be an obligation of the Association.

**Section 7** Removal of Officers:

Any officer may be removed when, in the judgment of a majority of the entire Board, the best interests of the Association will be served by such removal. Removal may be voted only at a regularly scheduled or special meeting of the Board.

**Section 8** Audit of Work of Officers:

At the end of each Fiscal Year, the financial records of the Association shall be audited by an independent Certified Accountant. The report of the Accountant shall be maintained at the registered office of the Association and may be examined by any member, in good standing, of the Association during regular office hours. In lieu of the foregoing right to examine the financial report, the summary of the Accountant may be printed and mailed to all members or published in any newspaper, newsletter, or periodical published under the auspices of the Association and distributed to all members.

**Section 9** Committees:

Committees and their chairpersons shall, except where otherwise provided in these By-laws, be appointed from time to time by the Executive Director with the advice and consent of the Board of Directors. Committee chairpersons, except where otherwise provided in these By-laws, shall organize and conduct committee meetings and shall submit written reports to the Board at each regular Board meeting or when otherwise directed. All committees must contain at least one (1) member of the Board and any another members, in good standing, of the Association.

**ARTICLE VIII - Duties and Responsibilities of Members**

Dues and Assessments

PROPOSED

ARTICLE VIII - Duties and Responsibilities of Members Dues and Assessments

Section 1 Payment of Assessments:

The charges levied by the Association as provided in Article VI, Section 1 (f), shall be due and payable as of the date of the adoption of the Annual Budget of the Association whether the same occurs at the Annual Meeting of the Association or subsequent thereto. Written notice of the charge shall be sent to each owner at the address last given by the owner to the Association. Failure to pay charges means that the property owner is delinquent. Any account which is delinquent by more than one (1) months; that is, not paid by August 1st of the current dues year, will be subject to a late fee (not to exceed 1% per month and reflected on billing statements, said amount not to exceed legal limits). Such late fee will be charged to the delinquent account from July 1st of the current dues year. In addition, if the delinquent account is not paid by August 1st, then the amount, plus late fees shall become a lien on the property owner's lot and the Association may begin legal collection activities. Further after a property owner is delinquent for more than one month starting from August 1st, an administrative fee (currently set by the Board at \$150 dollars) will be charged to the property owner's account for each delinquent lot. This charge is automatic and must be paid by the delinquent property owner regardless of when the delinquent dues plus any late fees are paid by the property owner. The lien process begins immediately on August 2nd and the administrative fee is not prorated according to how far the Association's collection agent has gone with the lien process. The Association shall recover the amount of the delinquency, late fees, interest, administrative fee and other collection costs and attorney's fees.

**Section 2** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners (residents) in the Properties, and in particular for the improvement and maintenance or properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common properties situated upon the Properties, including but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof. Assessments shall not be used for exclusive benefit, direct or indirect, of any particular member.

**Section 3** Special Assessments for Capital Improvements or Unusual Expenses: In addition to the annual assessments authorized by Article VI, Section 1 (f), the Association may levy in any assessment year on each original lot sold by the developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of unusual expenses and the cost of any construction of capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the affirmative of two thirds (2/3) of the votes of all voting members who are voting in person or by proxy at an annual or special meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days and not more than forty five (45) days in advance and shall set forth the purpose of the meeting.

**Section 4** Quorum for Any Action authorized Under Section 3 above: The quorum required for any action authorized under Section 3 hereof shall be as follows: At the first meeting called, as provided in Section 3 hereof, the presence at the meeting of Members or proxies entitled to cast sixty percent (60) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 and the required meeting at any such subsequent meeting shall be two thirds (2/3) of the required quorum of the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 5** Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association: If the assessments are not paid on the date when due, then thereon and cost of collection thereof as hereinafter provided thereupon become a continuing lien on the property in the hands of the then owner, his/her heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his/her personal obligations for the Statutory period and shall not pass to his/her successors in title unless expressly assumed by them and paid prior to assuming title. If the assessment is not paid by July 1 of the current dues year, then the procedures regarding delinquent accounts as outlined in Section 1 of this Article shall be implemented. Lot owners whose assessments are unpaid on September 30th are not eligible to serve in any Association office or as a member of any Association Committee.

**Section 6** Subordination of the Lien to Mortgages: The lien for the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property owner from liability for any assessment thereafter becoming due, nor from the lien for any subsequent assessment.

**Section 7** Exempt Property: The following property subject to this declaration shall be exempted from assessments, charges, and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use.
- (b) All Common Properties as defined in Article 1, Section 1 (c) hereof.
- (c) All properties exempted from taxation by the laws of the Commonwealth of Pennsylvania upon the terms and the extent of such legal exemption.
- (d) All Properties owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale, including any lots which may have been required by the Developer.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

#### **ARTICLE IX- Architectural Control Committee:**

**Section 1** The Board shall appoint an Architectural Control Committee of ten (10) members plus the Executive Director and Secretary of the Association. All voting members, as defined in Article III, section 2, for any one lot who are in good standing are eligible to serve, however only one person named on the deed for any single lot may serve on the Architectural Committee at any one time. Three (3) members plus the Executive Director and Secretary are required to approve an Architecture application prior to Board approval. All members must sign Board Approved non-disclosure agreements and responsibility agreements to be a member of this committee.

**Section 2** Review by Committee:

No building, dwelling, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to the Architectural Control Committee for review and approved in writing by the Board of Directors as to harmony of external design and location in relation to surrounding structures and topography. Such plans and specifications shall conform to local and state sanitary, electrical, and building codes. In the event said board or its designated committee fail to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been properly and completely submitted approval will not be required and this article will be deemed to have



been fully complied with. Virtual committee meetings and document review are allowed if the application documents can be reviewed digitally.

## **ARTICLE X - Building and Use Limitations:**

**Section 1** All lots not otherwise specifically designated upon a recorded plot or recorded declaration by the Developer, shall be used for residential purposes only, and no business, commercial, or manufacturing enterprise shall be conducted on said premises. No building shall be erected, altered, placed or permitted to remain on the premises other than one detached single family dwelling not to exceed two stories in height, and a private garage for not more than two cars, with the exception of those buildings erected on lots having frontage on Pennsylvania Route 590. The minimum square footage for any single family dwelling shall be 1120 square feet above ground, not to include the basement and/or garage. This requirement shall not apply to any homes or approved plans for new homes in place prior to the adoption of this requirement by the membership.

**Section 2** No structure of a temporary character, trailer, basement, tent, shack, garage, bar or other outbuilding shall be used on any lot at any time as a residence; either temporarily or permanently except with prior written consent of the Association. The term "trailer" shall include those trailer or mobile home units commonly found in "trailer parks" whether in single or double widths and of all lengths whether or not permanently affixed to the building lot.

## **ARTICLE XI - Amendments:**

These By-Laws may be altered, amended or repealed by affirmative vote of a majority of property owners voting either in person or by proxy, in accordance with voting rights as set forth in ARTICLE III, Section 4, provided that notice of the proposed alteration, amendment or repeals is contained in the notice of the meeting as set forth in ARTICLE V, Section

## **ARTICLE XII – DUE PROCESS**

**Section 1** (a) The Board of Directors shall appoint a seven (7) member Review Committee following the Annual Meeting, with each member serving a one year term. Three of the Committee members shall be Directors. Any Review Committee vacancy shall be filled by the Board of Directors at the next Board meeting. All voting members, as defined in Article III, section 2, for any one lot who are in good standing are eligible to serve, however only one person named on the deed for any single lot may serve on the Review Committee at any one time. All members must sign Board Approved non-disclosure agreements and responsibility agreements to be a member of this committee. The Review Committee shall meet at such times as it shall determine. A quorum of 5 (five)

members is required. Virtual meetings may be held with the exception of appeal meetings. Lot numbers not names are to be used in all Virtual meetings.

## **Section 2 Due Process Procedure.**

- (a) If any unit owner observes a potential violation of the Association's Covenants, Bylaws, and/or Rules and Regulations and wishes the Association to investigate and prosecute the alleged violation, the unit owner must complete and sign an Association form verifying the dates, facts, and alleged violation that the unit owner has witnessed. By submitting the form, the complaining unit owner also agrees to testify at any future proceeding regarding the alleged violation.
- (b) Upon receipt of the completed complaint form, the Association's Review Committee Chair will designate a third party inspector to investigate the allegations in the complaint. The investigation must be completed within ten (10) days of assignment and shall require the submission of a signed report the Review Committee evidencing the date of the investigation, the facts observed at the site, any photos or other exhibits created, and a recommendation as to whether a violation exists, and if so, the appropriate sanction.
- (c) If the Review Committee determines that no violation exists, the Review Committee shall notify the complainant and alleged violator of the findings in writing.
- (d) If the Review Committee finds there is a violation, the Review Committee shall send a violation notice to the unit owner in question containing the following information:
  - (1) the facts observed and the date they were;
  - (2) the full text of the applicable Covenants, Bylaws, and /or Rules that are allegedly violated;
  - (3) a deadline for compliance before any additional fines are assessed;
  - (4) notice that the violating unit owner can appeal the violation notice to the full Review Committee at a future hearing;
  - (5) an explanation of the appeal procedures; and
  - (6) a notice of the proposed sanction should the unit owner fail to take the necessary steps to comply or appeal. The violation notice shall be sent via certified mail and regular mail.
- (e) Any appeal must be submitted in writing to the Review Committee within ten (10) days of the certified mail having been accepted or refused. The appeal shall state the date the violation notice was received and the basis for the appeal date the violation notice was received and the basis for the appeal.
- (f) If a property owner fails to request an appeal hearing before the Review Committee or does not participate in the scheduled hearing, the member shall have no further right to appeal the matter. The property owner will then be

designated a member not in good standing until all violations are corrected and fines are paid.

- (g) Upon receipt of an appeal letter that complies with this Article, the Review Committee shall schedule an appeal hearing within thirty (30) days. The Hearing notice shall identify the date, time, and place of the hearing. If the violating unit owner requests a continuance, the unit owner must do so at least five days before the dated of the haring. Only one continuance may be requested.
- (h) If a unit owner appeals a violation notice to the Review Committee, the unit owner will be considered a member in good standing pending resolution of the matter, but only if the unit owner is otherwise in compliance with all other Covenants, Bylaws and Rules and is current in all assessments and other charges owed to the Association.
- (i) All hearings shall be closed to the membership except for those persons who intend to testify.
- (j) At the hearing, the property owner who is the alleged violator can provide information and evidence in defense of the violation. Procedurally, the Association must first present the testimony of the complaining property owner and the investigator, who will then be subject to cross examination. After the evidence by the Association has been presented, the violating property owner may then testify and be subject to questioning by the association. The violating property owner may also call additional witnesses in defense of the violation. The property owner may choose to have counsel present. Statements and evidence may be hard from all parties concerned who wish to be heard, so long as all statements and other evidence shall be limited to the violation in question.
- (k) At the conclusion of the appeal hearing, the Review Committee must submit a written recommendation to the Board of Directors within five (5) days. The recommendation of the Review committee must identify:
  - (1) whether a violation exists;
  - (2) what standards have been violated; and
  - (3) the proposed sanction. The committee's recommendation shall also be sent to the violating unit owner.
- (l) The Board of Directors shall act on the recommendation at its next regular meeting. At that meeting, the violating unit owner shall be permitted to address the Board, in executive session, to raise arguments against the Review Committee's recommendation. No new evidence may be presented to the Board at that time.
- (m) The determination of the Board of Directors shall be final, and shall be confirmed in writing to the unit owner in question.
- (n) If found to be in violation by the Board, the unit owner will be deemed a member not in good standing until the property is brought into full

compliance. In addition, the Board may impose any fines authorized by the Rules and Regulations.

- (o) Violating members shall be responsible for all costs incurred by the Association to enforce the community's governing documents, including but not limited to, attorney's fees and court costs.

**Section 3** Nonexclusivity.

This due process procedure is an internal administrative process only and is not the Association's exclusive enforcement remedy. The Association at all times has the right to pursue any and all available remedies at law or in equity to enforce its community's governing document, with or without resort to the internal due process procedures identified.

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