



# Pocono Woodland Lakes

## **Property Owners Association**

**Post Office Box C  
Milford, PA 18337  
570-296-8511**

# BY-LAWS

*Revised November 23, 2010*

*Including:  
Conditions, Covenants & Restrictions*

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**ARTICLE I. NAME AND LOCATION**

**SECTION 1. NAME**

The name of the Corporation is POCONO WOODLAND LAKES PROPERTY OWNERS ASSOCIATION, INC.

**SECTION 2. ADDRESS**

The registered office of the Corporation is at, Post Office Box "C", Milford, Pennsylvania.

**SECTION 3. LOCATION**

The location of the office of the Corporation shall be at the Clubhouse, located at 141 Marigold Lane, in the sub-division known as POCONO MOUNTAIN WOODLAND LAKES DEVELOPMENT, located in the Township of Dingmans, County of Pike, Commonwealth of Pennsylvania.

**ARTICLE II. DEFINITIONS**

**SECTION 1. "PROXY BALLOTTER"**

Shall mean and refer to anyone who is a Property Owner who casts a Proxy.

**SECTION 2. "ASSESSMENTS AND SPECIAL ASSESSMENTS"**

Shall mean and refer to any assessment, special assessment, citation, late charge, interest, attorney's collection fees, legal cost of litigation and all other charges levied pursuant to the authority granted in these By-Laws

**SECTION 3. "ASSOCIATION"**

Shall mean and refer to the Pocono Woodland Lakes Property Owners Association, Inc., a non-profit corporation organized on a non-stock basis and existing under the laws of the Commonwealth of Pennsylvania.

**SECTION 4. "PROXY"**

Shall mean and refer to a written indication of preference.

**SECTION 5. "BOARD OF DIRECTORS"**

Shall mean and refer to the group of persons elected to manage the business and affairs of the Association pursuant to the authority granted in these By-Laws.

**SECTION 6. "BY-LAWS"**

Shall mean and refer to the written code or codes of rules for the regulation and/or management of the business and affairs of the Association stated herein and may be amended, from time to time.

**SECTION 7. "COMMON PROPERTY"**

Shall mean and refer to parks, playgrounds, swimming pools, golf courses, beach rights, tennis courts, basketball courts, handball courts, ball fields, structures, personal properties incident thereto and any other properties owned and maintained by the Association,

**SECTION 8. "CORPORATION"**

Shall mean and refer to Pocono Woodland Lakes Property Owners Association, Inc.

**SECTION 9. "DEVELOPER"**

Shall mean and refer to Pocono Mountain Woodland Lakes Corporation, a Pennsylvania Corporation and the original sub-divider of said Properties and Common Properties.

**SECTION 10. "DEVELOPMENT"**

Shall mean and refer to all the Properties and Common Properties located in a development of land in the Township of Dingmans, County of Pike, and Commonwealth of Pennsylvania, known as Pocono Mountain Woodland Lakes.

**SECTION 11. "DUES"**

Shall mean and refer to the yearly assessment levied on each and every Lot within the development and shall be due on a date determined by the Board of Directors.

**SECTION 12. "GUEST"**

Shall mean and refer to any invitee of the Owner, their family, Tenant or Member.

**SECTION 13. "LOT"**

Shall mean and refer to any plot of land shown upon any recorded sub-division map of the Properties, with the exception of the Common Properties as heretofore defined, however, that any combination of lots set forth on original sub-division plans of this development shall not reduce the amount of dues to be paid on each original lot without the approval of the membership of PWLPOA.

**SECTION 14. "MEMBER"**

Shall mean and refer to all those Owners who are members of the Association as provided in ARTICLE V, Section 1., hereof.

**SECTION 15. "MEMBER IN GOOD STANDING"**

Shall mean and refer to a Member who has paid, in full, all outstanding Dues, Assessments, Special Assessments, citations, late charges, interest, attorney's collection fees, legal cost of litigation, restitution for damages and all other charges levied pursuant to the authority granted in these By-Laws, within thirty (30) days of the due date thereof and are not in violation of the By-Laws or the published rules and regulations of the Association and the Restrictive Covenants of the Development.

**SECTION 16. "NUISANCE" \***

A use of property or course of conduct that interferes with the legal right of others by causing damage, annoyance or inconvenience.

**SECTION 17. "OWNER"**

Shall mean and refer to the record owner, one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but notwithstanding, any applicable theory of mortgage shall not mean and refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

**SECTION 18. "PROPERTIES"**

Shall mean and refer to the Lots in a development of land the Township of Dingmans, County of Pike, Commonwealth of Pennsylvania, known as Pocono Mountain Woodland Lakes.

**SECTION 19. "PROPERTY OWNER"**

Shall mean and refer to all those persons or entities that are Owners of a Lot or Lots within the development.

**SECTION 20. "RESIDENT"**

Shall mean and refer to any person whether they be an Owner, Guest, Tenant Invitee, etc. who resides in a home on the Properties.

**SECTION 21. "RESTRICTIVE COVENANTS"**

Shall mean and refer to the "Conditions, Covenants and Restrictions" filed at the Office of the Clerk, County of Pike, Commonwealth of Pennsylvania, whether or not they be Restrictive or simply Covenants and Conditions. They shall be appurtenant to and shall pass with the title of each Lot within the Development.

**SECTION 22. "TENANT"**

Shall mean and refer to any person who has entered into a lease of a home in the development with a Property Owner.

## **ARTICLE III. NUMBER AND GENDER**

Number and gender as used in these By-Laws shall extend to and include both the singular and plural and both genders as the context and construction requires.

\* Approved at Annual Meeting 3/25/07

## **ARTICLE IV. PURPOSE OF THE ASSOCIATION**

### **SECTION 1. THE ASSOCIATION HAS BEEN ORGANIZED**

- A. To insure the present and future residential living conditions relating to health, safety, public morals, convenience, comfort and beauty of Lots in a development of land in the County of Pike, Commonwealth of Pennsylvania known as Pocono Mountain Woodland Lakes;
- B. To regulate, inspect, administer, approve structures and plans for structures and obtain compliance generally with the "Restrictive Covenants" and conditions as to the use of said Lots and to regulate facilities, including roads, bridges, right of ways and parking areas;
- C. To provide for or to perform necessary public services as may be determined by the Board of Directors;
- D. To promote the welfare, social and recreational interest of the Members by providing for the administration, maintenance and management of such bodies of water, beach facilities, waterfronts, lands, trails, parks, recreation areas, docks, piers, buildings and facilities in connection therewith, as may come into the control and management of the Association for community purposes;
- E. To regulate and control recreational and related facilities and equipment in furtherance of the general plan of the community;
- F. To levy and/or assess fees, assessments, special assessments and dues for the above and for the use of recreational facilities or other projects of the Association where deemed necessary and proper for its purpose;
- G. To engage in such other incidental and related activities so as to carry out the general purpose herein stated.

### **SECTION 2. SUCCESSOR TO THE DEVELOPER**

The Association, as the successor to the Developer, shall be bound by the obligations of and granted the privileges of the Restrictive Covenants of the Development the same as was enjoyed by the Developer.

## **ARTICLE V. MEMBERSHIP**

### **SECTION 1. MEMBERSHIP STATUS**

Every person or entity who is a recorded owner of a fee or undivided fee, interest in any Lot which is subject by covenants of record to assessments by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation, shall not be a Member.

### **SECTION 2. CLASS OF MEMBERSHIP**

There shall be only one (1) class of membership of the Association.

### **SECTION 3. MEMBERSHIP RIGHTS**

The rights of membership are subject to payment of Annual Dues, Assessments, Special Assessments, citations, late charges, interest, attorney's collection fees, legal cost of litigation, restitution for all damages and all other charges and/or fees levied by the Association on each Lot a Member may own. The obligation of which Dues, Assessments and Special Assessments are to be paid is imposed against each Owner and shall become a lien upon the Property against which such Dues, Assessments and Special Assessments are made as provided by restrictions to which the Properties are subject and recorded.

A member in Good Standing, their families, Guest and Tenant shall be entitled to use the Common Properties of the

Development subject to the Restrictive Covenants, By-Laws, Rules and Regulations of the Development and Association.

**SECTION 4. TENANT PRIVILEGES**

- A. A Member who leases their home for occupancy shall be deemed to have assigned limited non-voting membership privileges to the Tenant; provided however, that the Tenant shall not be permitted to use the Common Properties of the Development unless the Member has paid, in-full, all Dues, Assessments and Special Assessments and is a Member in Good Standing.
- B. By mere acceptance of a lease and/or the act of occupancy of a Member's home in the Development, a Tenant shall be deemed bound by and shall abide by all By-Laws, policies, rules and regulations of the Association and the Development.

**SECTION 5. OBLIGATIONS OF MEMBERS**

- A. To pay all Dues, Assessments, Special Assessments, citations, late charges, interest, attorney's collection fees, legal cost of litigation and all other charges levied pursuant to the authority granted in these By-Laws.
- B. To be responsible for all damages to other Member's Properties and the Common Properties attributable to the Member, their family, Guest and Tenant.
- C. To comply at all times with the By-Laws, policies, rules and regulations of the Association and to be responsible for like compliance by family members, Guest and Tenants.
- D. To comply with the conditions of the Restrictive Covenants of the Properties.
- E. To notify the Association, in advance, if a Member's home will be occupied by a Tenant and the names of those persons that will be Residents of said home during the time said home is occupied by said Tenant.

**SECTION 6. DISCIPLINE AND SUSPENSION OF MEMBERS**

- A. Upon the violation of a fish, game, forest or traffic law of the Commonwealth of Pennsylvania taking place within the Development, upon the breach of any By-Law, rules and regulations duly adopted by the Association pursuant to these By-Laws; or upon the breach of any Restrictive Covenant of the Properties, a Member, their family members, Guest or Tenant may be suspended or otherwise disciplined by the Board of Directors or such persons or committees so designated by the Board of Directors.
- B. The membership rights of any person whose interest in the Properties is subject to Dues, Assessments or Special Assessments under ARTICLE V., Section 3., paragraph (a), whether or not they be personally obligated to pay such Dues, Assessments or Special Assessments remain unpaid, but, upon payment of such Dues, Assessments or Special Assessments, their rights and privileges shall be automatically restored.
- C. The Board of Directors, or the person or persons so designated by the Board of Directors, may suspend the rights and privileges of any person for the violation of these By-Laws, Rules or Regulations, or the Restrictive Covenants of the Properties after following the procedures outlined herein;
  - 1) The alleged violation of any By-Laws, Rules or Regulations, or Restrictive Covenants must be forwarded to the Member, Guest or Tenant, in writing, by certified or registered mail, or handed to them in person within fifteen (15) days of the alleged violation.
  - 2) The Member, Guest or Tenant must respond, in writing, within fifteen (15) days from the date of receipt of said notice of alleged violation by certified or registered mail.
  - 3) If the Board of Directors, or the person or persons so designated by the Board of Directors, decision is rendered against the Member, Guest or Tenant, the Member, Guest or Tenant must be notified within fifteen (15) days, in writing, of said decision.
  - 4) The Member, Guest or Tenant has the right to appeal a decision that has been rendered against them to the Board of Directors. Said appeal shall be in writing within fifteen (15) days of notice of the initial decision. The Member, Guest or Tenant shall then appear before the Board of Directors at their next regular Board of Directors meeting. If a Member, Guest or Tenant fails to appeal, appear before the Board of Directors, or if said appeal is lost, the decision of the Board of Directors shall be final.

## **ARTICLE VI VOTING RIGHTS OF MEMBERS**

### **SECTION 1. WHO MAY VOTE**

Only a Member In Good Standing may vote. When more than one (1) name appears on a deed to a Lot, those Members shall decide between themselves who may vote, but in no instance shall more than one (1) vote be cast if a Member owns more than one (1) Lot, that Member shall be entitled to only one (1) vote regardless of the number of Lots he may own.

### **SECTION 2. HOW A MEMBER MAY VOTE**

Votes may be cast in person or by proxy ONLY.

### **SECTION 3. PROXY BALLOTER**

An proxy balloter may withdraw their proxy before the start of the Annual Meeting in order that he might retain the right to vote, in person, at the Annual Meeting.

## **ARTICLE VII. PARLIAMENTARY AUTHORITY**

### **SECTION 1. THE SCOTT, FORESMAN-ROBERT'S RULES OF ORDER**

The rules contained in the current edition of The Scott, Foreman Robert's Rules of Order - Newly Revised, shall govern the Association in all cases to which they are applicable and which they are not inconsistent with these By-Laws or any special rules of order the Association may adopt.

- a) EXCEPTION: Chapter XX, titled Disciplinary Procedures in the above mentioned The Scott, Foreman - Robert's Rules of Order - Newly Revised shall not be used by the Association.

## **ARTICLE VIII. PROPERTY RIGHTS IN THE COMMON PROPERTY**

### **SECTION 1. MEMBER'S EASEMENT OF ENJOYMENT**

Subject to the provisions of ARTICLE V, Section 6 and ARTICLE VIII, Section 2 of these By-Laws, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of each Lot.

### **SECTION 2. EXTENT OF MEMBER'S EASEMENT**

The rights and easement of enjoyment created hereby shall be subject to the following:

- A. The right of the Association to negotiate with any public agency, authority, utility, individual or entity to purchase or mortgage the Common Properties or to purchase materials or services dedicated to the easements enjoyed by the Membership. Any action, which encompasses more than 20,000.00 from the General fund or more than \$40,000.00 from a Reserve fund for the purpose for which it was established, may only be taken by a majority vote of the membership in a duly called meeting or Annual Meeting. Written notice of thirty (30) days prior to such meeting must be forwarded to the Property Owners.
- B. The right of the Board of Directors to take such steps as are reasonable and necessary to protect the Member and/or Association's rights in such easement.

## **ARTICLE IX. BOARD OF DIRECTORS**

### **SECTION 1. POWERS**

The affairs of the Association shall be governed and administered by the Board of Directors. They shall have full power and it shall be their duty to carry out the purpose of the Association according to its Articles of Incorporation, By-Laws and rules. In addition to and not in limitation of the powers granted to the Board of Directors by law, they shall have these powers;

- A. To sue or defend in the Association's name;
- B. To have a Corporation Seal which may be altered at pleasure and to use same in any proper manner;
- C. To purchase, take, receive, lease as lessee, take by gift or bequest, or by devise, or otherwise acquire and to own, hold use and otherwise deal with any real or personal property or any interest therein, situated in or out of the Commonwealth, which may be necessary and proper;
- D. To borrow money, enter into long-term contracts, issue its notes, bonds or other evidences of debt for money or labor done, or money or property actually received and to secure any of its obligations by mortgage, pledge security agreement, or deed of trust of any of its property franchises and income as restricted by ARTICLE VIII, Section 2., Paragraphs (a) and (b);
- E. To appoint and remove for cause, all Directors, Officers, agents and employees of the Association. Prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. These By-Laws shall be construed to prohibit the employment of any Director, or Officer of the Association in any capacity whatsoever and any owner, officer or any situational specific stated agent of any business, firm or corporation under contract with the Association, shall not be a Director or Officer of the Association;
- F. To purchase, take by gift or bequest or otherwise acquire and to hold shares, bonds, securities or other evidences of debt of any other person or corporation and to exercise all rights and privileges of such ownership, subject to limitations imposed by law and restrictions imposed by ARTICLE VIII, Section 2., paragraphs (a) and (b);
- G. To grant allowances, pensions and death benefits to its employees;
- H. To reimburse Directors, officers, Members and employees for purchases made for and on behalf of the Association by such Directors, Officers, Members and employees that have been approved by the Board of Directors and/or the President and one other officer or Member of the Board of Directors. To compensate Directors, Officers or Members their just wages, up to \$300.00 per day or an amount determined by a resolution of the Board of Directors if they are required to testify, in court, on behalf of the Association;
- I. To determine whether the conduct of any Member violates any rule or By-Law of the Association and if so, to fix the penalty for such violation;
- J. To appoint committees and define their duties;
- K. To promulgate rules and regulations for the conduct of the affairs of the Board of Directors and of the Association within its purpose;
- L. To fix the time and place of all meetings of the membership and to call special meetings of the membership whenever it deems necessary;
- M. To establish, levy, assess and collect the Dues, Assessments and Special Assessments referred to in ARTICLE V, Section 3., Paragraph (a) of these By-Laws;
- N. To remove any Director or Officer from office, a two-thirds (2/3) vote of the Board of Directors is required;

**SECTION 2. ELECTION AND TERMS**

- A. The Board of Directors shall consist of a maximum of ten (10) Members in Good Standing of the Association. They will be elected at an Annual Meeting of the membership by receiving the largest number of votes cast, by ballot and absentee ballot, by the members present and by the Absentee Balloters, with the exception of the President and Vice-President who shall hold office pursuant to the terms of ARTICLE X, Section 2.
- B. Every effort shall be made to fill vacancies on the Board of Directors in accordance with ARTICLE IX, Section 2., Paragraph (f);
- C. The Board of Directors shall be elected at the Annual Membership Meeting. At the Organizational Meeting, five (5) of the Directors will be elected to serve a term of two (2) years and five (5) to serve a term of one (1) year. Each year thereafter those positions vacated shall be filled for a term of two (2) years;
- D. Recall will be initiated upon receipt by the Board secretary of a petition containing the signatures of at least seventy-five (75) members stating cause. Thereupon, the Secretary shall call a special meeting of the

Membership for the purpose of deciding the issue. A two-thirds (2/3) vote of those Members present is necessary for removal from office;

- E. In the event that any member of the Board of Directors shall be absent from four (4) regular meetings of the Board of Directors during one (1) fiscal year, or more then two (2) consecutive meetings during the same said fiscal year, the Board of Directors, by action taken at the meeting by which said fourth absence occurs or said third consecutive absence occurs, declare the office of said officer or Director vacant. Non-compliance with ARTICLE IX, Section 4., Paragraph (g) of these By-Laws shall be sufficient to declare the position of said Officer or Director vacant;
- F. In the event that there shall be a vacancy on the Board of Directors due to resignation or other reasons, the Alternate Board Member who received the highest number of votes at the Annual Meeting shall be appointed to the Board of Directors to fill out the un-expired term of office of that Board Member with full voting powers.
- G. The Board can choose any Member in Good Standing to fill a vacant chair on the Board, if there are no alternates available, by a two-thirds (2/3) vote of the remaining Board Members.
- H. Anyone who wishes to become an Officer or Director, including present Officers and Directors who come up for re-election, shall submit a resume of their qualifications to the Nominations Committee to be placed on the ballot at the Annual Meeting.
- I. If a deed to a Lot within the Development contains the name of more than one (1) person, then only one (1) of those persons whose name appears on said deed may serve on the Board of Directors at any one (1) time.

### **SECTION 3. ELECTION OF DIRECTORS:**

Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members and Absentee Balloters may cast one (1) vote for each Director they wish to elect. If a Member or Absentee Balloter votes for more Directors then there are vacancies to be filled, their entire ballot shall be declared invalid. The Member/s receiving the largest number of votes shall be elected to the Board of Directors. The remaining candidates shall become Alternate Board Members according to the number of votes they received. There shall be a maximum of six (6) Alternate Board Members.

- A. All Alternate Board Members are required to attend all meetings of the Board of Directors. In the event that there would not be a quorum at a Board Meeting, an Alternate, or if more then one (1) Alternate is present, the Alternate who had received the highest number of votes in the general elections, shall act as a Board Member for that meeting and have full voting powers at said meeting. Other Alternate Board Members shall have no voting powers;
- B. Nominations for the election to the Board of Directors shall be made by the Nominating Committee, which shall be one of the standing committees of the Association, or as otherwise provided herein;

### **SECTION 4. IT SHALL BE THE DUTY OF THE BOARD OF DIRECTORS:**

- A. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or any other special membership meeting when such meeting is requested in writing by one-fourth (1/4) of the voting membership;
- B. To prepare a roster of the Properties and Dues, Assessments and Special Assessments applicable thereof, and at the same time;
- C. To fix the amount of the Dues, Assessments and Special Assessments against each Lot, within the Development, at least thirty (30) days in advance of such date or period, except that the Board of Directors may not increase dues exceeding five percent (5%) of the dues for the immediately preceding fiscal year without the approval of the membership at the annual meeting or any other special meeting called for that purpose, and at the same time;
- D. To send written notice of each Dues, Assessment and Special Assessment to each Owner subject thereto.
- E. To issue or to cause an appropriate officer to issue, upon request by any Member, a certificate setting forth whether any Dues, Assessments and Special Assessments have been paid. Such certificate shall be conclusive evidence of any Dues, Assessment and Special Assessment therein stated to have been paid.
- F. Each director is expected to attend each regular meeting of the Board of Directors and any special meeting call in

compliance with ARTICLE IX, Section 5, paragraph (b).

G. Each director shall be required to serve on at least one (1) committee during each term of office.

#### **SECTION 5. BOARD OF DIRECTORS MEETINGS**

The days, dates and times of the regular meetings of the Board of Directors for the period between Annual Meetings of the Membership (Annual Meeting) shall be determined by the Board of Directors at its first regular meeting following an Annual Meeting. The President shall set the date for the first regular meeting following an Annual Meeting after consultation with the Board of Directors before the end of an Annual Meeting. Notice of such regular meeting is hereby dispensed with, furthermore;

- A. Special meetings of the Board of Directors may be called by the President, Vice President or a two thirds (2/3) vote of the Board of Directors;
- B. The transaction of any business at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and if either before or after the meeting, each of the directors not present signs a written waiver of notice, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting;
- C. The majority of the Board of Directors in office shall constitute a quorum thereof;
- D. All actions of the Board of Directors shall be decided by a majority vote of those present and voting, except as otherwise specifically provided herein.
- E. Once the schedule of Board of Directors meetings has been approved for the coming year, any subsequent change to that schedule will not result in a member being declared absent, if he/she is unable to attend.

#### **SECTION 6. LIABILITY OF DIRECTORS**

Each member of the Board of Directors shall stand in a fiduciary relation to the Corporation.

- A. Each Director of the Association shall perform the duties as such Directors (including the duties as a member of any committee or committees) or refrain from performance of such duties in good faith and in a manner reasonably believed to be in the Association's best interest. Furthermore, in performing such duties, each Director shall exercise that degrees of care as an individual of ordinary prudence would exercise under similar circumstances:
- B. In determining whether or not a Director acted or refrained from acting in good faith, that Director shall be entitled to rely on information, reports, statements and the like, including financial data as prepared by Association employees or officers who the Directors reasonably believe to be competent in the matter presented. Also, a Director may rely upon information, reports, data, accounts and similar materials as prepared by counsel and accountants whom the Directors reasonably believe to exercise professional and/or expert competence in the matter presented. Finally, a Director may rely on the reports, etc., of any committee of the Board of Directors as to matters within its designated authority. Provided however, the Director does not serve upon such committee.
- C. A Director shall be deemed to act or fail to act in the absence of good faith when that Director has knowledge regarding the matter in question that would cause such Director's reliance on the information, data, reports and the like provided by others, as set out above, to be unwarranted.
- D. In determining what is or is not in the Association's best interest, a Director may consider the following factors; including but not limited by way of specification, to the effects of any action or failure to act upon Association employees, upon Association members, or members suppliers or contractors, and upon committees of the Association, as well as all other pertinent factors.
- E. When breach of fiduciary duty, lack of good faith, and self-dealing are absent, it shall be presumed that a Director's actions or a Director's failure to act shall be in the Association's best interest.
- F. A Director shall not be liable for monetary damages, as such, for actions taken or for the failure to act, unless:
  - 1. The Director has breached or failed to perform the duties as Director under standards of care described herein above, and

2. The breach of failure to perform constitutes self-dealing, willful misconduct or recklessness.

**INDEMNIFICATION:**

- A. General. The Association shall indemnify each member of the Board of Directors; each of its officers, and each of its employees designated for indemnification by the Board of Directors; and each person serving at the request of the association as a trustee, director, officer or member of another association, partnership, joint venture, trust or other enterprise (hereinafter all referred to more generally as "directors and officers"). For the defense of civil or criminal actions or proceedings and, notwithstanding any provision in these Bylaws, in a manner and to the fullest extent now or hereafter permitted by law.
- B. Non-Derivative Action. In the case of an action, whether civil or criminal, other than one by or on behalf of the Association to procure a judgment in its favor, the association shall indemnify each of its designated employees, directors and officers, as aforesaid, from and against any and all judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action or any appeal there from, where such costs against such designated employee, director or officer by reason of his or her being or having been a employee, director or officer, but only in the event that a determination shall have been made, either judicially or in the manner hereinafter provided, that such employee, director or officer acted in good faith for a purpose which he or she reasonably believed to be in the best interests of the Association and, in the case of a criminal action, in addition, had no reasonable cause to believe that his or her conduct was unlawful. This indemnification shall be made only if the Association shall be advised by the Board of Directors that the employee, director or officer has met the aforesaid standard of conduct. In rendering such advice, the Board of Directors shall act either (1) by a quorum consisting of directors who are not parties to such action, or (2) if a quorum under clause (1) is not obtainable with due diligence, upon the opinion in writing of independent legal counsel. If the foregoing determination is to be made by the Board of Directors, it may relay, as to all questions of law, on the advice of independent legal counsel.
- C. Derivative Action. In the case of an action, whether civil or criminal, by or on behalf of the Association to procure a judgment in its favor, the association shall indemnify each of its designated employees, directors and officers, as aforesaid, from and against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by any such director or officer in connection with an appeal there from, except<sup>5</sup> with respect to matters as to which such employee, director or officer in adjudged, pursuant to the method described in Section 2 of the article, to have breached his or her duty to the association by not discharging his or her obligations to the Association in good faith and with that degree of diligence, care and skill which ordinarily prudent men would exercise under similar circumstances in like positions. However, as regards an action described in this Section 3, no indemnification shall be made by the association for amounts paid in settling or otherwise disposing of a threatened or pending action or for expenses incurred in defending either a threatened action or a pending action, which is settled or otherwise disposed of without court approval.
- D. Applicability. Every reference in this Section to a member of the Board of Directors or an officer of the Association shall include every officer thereof. This indemnification provision shall apply to all the judgments, fines, amounts in settlement, and reasonable expense, whenever arising, allowable as described above. The right of indemnification herein provided for shall be in addition to any and all rights to which any designated employee, director or officer of the Association otherwise might be entitled, and the provisions hereof shall neither impair nor adversely affect such right.

**ARTICLE X            OFFICERS**

**SECTION 1.            NUMBER AND ELIGIBILITY**

The Officers of the Association shall be the President, Vice President, Treasurer and Secretary. To be eligible for the office of the President or Vice President, a Member must be a Member in Good Standing and must have served on the Board of Directors for a minimum of one (1) year prior to being elected. To be eligible for the office of Treasurer and Secretary, a person must be a Member in Good Standing, but need not have served on the Board of Directors prior to

being elected.

**SECTION 2. ELECTION OF OFFICERS**

The Board of Directors, immediately after each Annual Membership Meeting, shall elect the Officers by a majority vote.

**SECTION 3. LENGTH OF TERM**

All Officers shall hold office for a term of two (2) years or until new Officers are elected. No officer may hold office for more than three (3) consecutive terms.

**SECTION 4. RECALL**

All officers shall be subject to recall procedures as are outlined in ARTICLE IX, Section 2, paragraph (d).

**SECTION 5. PRESIDENT**

The President shall be the Chief Executive Officer of the Association; shall preside at all meeting of the membership and Directors; shall have general and active management of the business of the Association. Shall have superintendence of all employees of the Association; shall have the authority to suspend employees for cause; may recommend to the Board the hiring or firing of employees; shall see that all resolutions passed at the Annual Meeting are carried out; shall see that all orders and resolutions of the Board of Directors are carried out; shall execute all bonds, mortgages and contracts within the limitations of ARTICLE VIII, Section 2, paragraphs (a) and (b), affixing the Corporate Seal thereto, of which he shall be the custodian of; shall have general superintendence and direction of all other Officers and see that their duties are properly performed; shall submit a report of the operations of the Association for the fiscal year to the Board of Directors and the membership at the Annual Meeting, and from time to time, shall report to the Board of Directors all matters within his knowledge that may affect the association; shall be an ex-officio member of all committees except the Nominations Committee, which he shall not serve on in any capacity whatsoever, and shall have the powers, duties and management usually vested in the Office of the President in a corporation; shall appoint all committees, except as herein otherwise provided. The President and one (1) other Director shall be empowered to spend or authorize an employee or agent to spend an amount not to exceed \$2,500.00 without the prior approval of the Board of Directors. Any expenditure exceeding \$100.00 shall be reported to the Board of Directors at their next regular meeting. The President shall be bonded.\*

**SECTION 6. VICE-PRESIDENT**

The Vice-President shall actively assist the President in the stimulation and guidance of committee activities; shall be an ex-officio member of all committees and shall chair the Grievance Committee; shall act as President in the absence or incapacity of the President; shall as the President may direct, actively assist in and be aware of the day to day business of the Association so that he will be prepared to assume the position of the President if the need should arise; shall also have such duties as may, from time to time, be determined by the Board of Directors and/or the President. The Vice-President shall serve out the remaining term of the President should the President resign or be unable to complete his term of office. In the event that the office of the Vice-President is vacant, the Board of Directors shall, at its next regular meeting or at a meeting called for that purpose, elect a Vice-President to fill out the remaining term of office. The Vice-President shall be bonded.\*

**SECTION 7. SECRETARY**

The Secretary, if not a Director, shall be ex-officio, the Secretary of the Board of Directors, but shall have no voting powers; shall attend all sessions of the Board of Directors and all meetings of the membership and act as clerk thereof; shall record all votes and minutes of all proceedings in a book to be kept for that purpose; shall, when required, perform a like service for all committees; shall send notice of all meetings to the members of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors and/or the President; shall be the custodian of all books and records of this Association except as otherwise herein provided. The Secretary shall present to the Board of Directors, by their regular meeting in May, a copy of the completed minutes of each year's Annual Meeting. The Secretary shall be bonded. The Secretary shall record each amendment to these By-Laws passed at each Annual Meeting, if any said amendments were passed and supply each member of the Association with a copy of said amendments. The Secretary shall record any and all rules and regulations duly adopted by the Board of Directors, or any change in existing rules or regulations and supply each member of the Association with a copy of same.

**SECTION 8. TREASURER**

The Treasurer shall have charge of the funds of this Association and shall deposit the same in the name of the Association in depositories designated by the Board of Directors; shall pay all the vouchers or orders properly attested by the President and shall make a complete and accurate financial report of the finances of this Association at each annual membership meeting and at any other time, upon request, to the Board of Directors or the President All checks and notes shall be signed by the President or Treasurer and one (1) other Officer. The Treasurer shall keep proper books of all accounts and shall engage the services of a certified public accountant at least once every fiscal year to assist in the internal accounting affairs of the Association. The Treasurer shall, with the assistance of the Budget Committee, prepare the annual budget and balance sheet statement and shall prepare the annual budget and balance sheet statement and shall present it to the membership at the Annual Meeting. The Treasurer shall be bonded.

When the Treasurer presents the annual budget at the Annual Meeting, each item over \$20,000.00 shall be voted on, on a line-by-line basis, by the membership before the membership votes on the total budget.

\*Amended 3/26/07

**ARTICLE XI. COMMITTEES**

**SECTION 1. STANDING COMMITTEES**

The Association shall have the following standing committees:

- (a) Budget Committee
- (b) Building Committee
- (c) Grievance Committee
- (d) Nominations Committee
- (e) Planning Committee
- (f) Recreation Committee
- (g) Public Safety Committee
- (h) Rules and Regulations Committee

Unless otherwise provided herein, each committee shall consist of a chairperson and two (2) or more members and shall include at least one (1) member of the Board of Directors for Board contact. The standing committees shall be appointed at the first regular meeting of the Board of Directors after the Annual Meeting each year, to serve from the close of such Board meeting until the beginning of the first Board of Directors meeting after the next Annual Meeting. The President and/or the Board of Directors may appoint Ad-Hoc Committees, as it deems necessary. Each Ad-Hoc Committee shall be assigned specific duties and upon completion of said duties shall be retired.

**SECTION 2. COMMITTEE RESPONSIBILITIES**

Each committee shall advise the Board of Directors on all matters involving the Association, its Members and Properties within its field of responsibility, at each meeting of the Board of Directors.

**SECTION 3. SUB-COMMITTEES**

With the exception of the Nominations Committee, each committee shall have the power to appoint sub-committees from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

**SECTION 4. COMMITTEE DUTIES**

It shall be the duty of each committee to receive Complaints from Members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committees, Directors or officers of the Association as is further concerned with the matter presented. Such complaints shall be presented to the Board of Directors, in writing, at the next regular meeting of the Board of Directors.

**SECTION 5. CHAIRPERSON'S DUTIES**

Each committee chairperson shall attend each meeting of the Board of Directors for the purpose of reporting to the Board

of Directors. Any such chairperson who misses four (4) meetings, or more than two (2) consecutive meetings in any one fiscal year of the Board of Directors shall automatically be removed from said position.

**SECTION 6. BUDGET COMMITTEE**

The Budget Committee shall consist of all officers and members of the Board of Directors and all committee chairpersons. The committee shall have the following duties:

- a) The Budget Committee shall prepare an annual budget for the ensuing year, setting forth all anticipated expenditures and revenues, including the amount of Dues per lot for the ensuing fiscal year;
- b) The budget, a copy of the prior year's expenditures and all other related facts shall be presented to the Board of Directors by the January Board Meeting of each year. Any revised budget shall be presented to the Board of Directors by the February Board of Directors meeting. The Board of Directors shall approve a budget before the close of said meeting, which shall be presented to the general membership at the Annual Meeting for their approval.
- c) The budget shall be presented to the membership at the Annual Meeting in accordance with ARTICLE X, Section 8, of these By-Laws.
- d) If the proposed budget is rejected by the membership, the Board of Directors may adopt the previous year's budget or present a revised budget to the membership.

**SECTION 7. BUILDING COMMITTEE**

No fence, building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials and location of same have been submitted to and approved, in writing, as to the harmony of external design and location in relation to surrounding structures and natural environment by the Building Committee composed of three (3) or more members appointed by the Board of Directors and/or the President. The committee shall meet within fifteen (15) days from the date of receipt of said plans and specifications by the Administrative Secretary of the Association. In the event said committee fails to approve or disapprove said design and location within fifteen (15) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration, fence, building or other structure has been commenced prior to the completion thereof, approval will not be required and this Section of this ARTICLE will be deemed to have been fully complied with.

- (a) The Building Committee shall have the right to secure the services of a Property Inspector to oversee construction within the Development. The appointment of said Property Inspector shall be approved by the Board of Directors before said inspector commences with his duties.
- (b) The Property Inspector's duties shall be as described in the Property Inspector's Job Description found attached herein.
- (c) The Property Inspector shall have the authority to issue citations to Members and Builders within the Development for non-compliance of these By-Laws, the Restrictive Covenants, or any other rules the Association may adopt that fall within the responsibility of the Building Committee. Citations shall be issued in accordance with The General Rules attached herein.

**SECTION 8. GRIEVANCE COMMITTEE**

The Grievance Committee's duties shall be as directed by the Board of Directors.

**SECTION 9. NOMINATIONS COMMITTEE**

The Nominations Committee shall consist of a chairperson, who shall be a member of the Board of Directors, and three (3) or more Members in Good Standing of this Association. The Board of Directors at the first regular meeting of the Board of Directors shall appoint the committee after each annual meeting, to serve until the close of the next annual meeting.

- A. Nominations for election to the Board of Directors shall be made by the Nominations Committee or as otherwise herein provided.
- B. The duties of the Nominations Committee shall be as follows:
  - (1) Shall be responsible for making up the proxies for the election of the Board of Directors; shall be responsible

for notifying the general membership of the proxy to be presented at the annual meeting. This notification shall be at least thirty (30) days before the annual meeting.

- (2) The Committee shall accept resumes from all Members in Good Standing who are interested in becoming members of the Board of Directors and wish their names to be placed on the ballot.
  - (3) The Committee shall actively seek Members in Good Standing who they feel are the most qualified to serve on the Board of Directors. The Committee shall contact each candidate so as to receive their approval to such nomination before their name may be submitted to the membership for election. This shall be consummated at least thirty (30) days before the Annual Meeting.
  - (4) The Committee shall have the responsibility of presenting the proxy to the membership at the Annual Meeting. Each ballot shall contain the names of all Members who have sent resumes. Each proxy shall indicate the number of Directors to be elected.
  - (5) At the Annual Meeting the President shall turn the meeting over to the Chairperson of the Nominations Committee for the purpose of conducting elections for the Board of Directors. The voting shall be conducted as described in Paragraph (c) of this ARTICLE.
- C. All elections to the Board of Director shall be made on an official written proxy, ONLY. Such proxies shall be prepared by the Nominations Committee and at the Annual Meeting. Each member who is a Member in Good Standing shall receive a proxy. Nominations from the floor will not be entertained. At the end of the voting period, the Committee shall collect all proxies and retire to private quarters for the counting of said proxies. At this time, the Chairperson of the Committee shall return the meeting to the President. The Committee shall return the results of the voting to the President and the President shall announce the results of the vote to the general membership before the close of the Annual Meeting. The duties of the Nominations Committee shall then be complete for that year and the Committee shall be retired until a new Committee is appointed at the next regular meeting of the Board of Directors.

#### **SECTION 10. PLANNING COMMITTEE**

The Planning Committee's duties shall be as directed by the Board of Directors and/or the President.

#### **SECTION 11. RECREATION COMMITTEE**

The Recreation Committee shall have the responsibility of running the recreational events of the Association and such other duties as the Board of Directors may prescribe.

#### **SECTION 12. PUBLIC SAFETY COMMITTEE**

The Public Safety Committee's duties shall be as directed by the Board of Directors and/or the President. The Chairperson of the Public Safety Committee shall be a member of the Board of Directors.

#### **SECTION 13. RULES AND REGULATIONS COMMITTEE**

The Rules and Regulations Committee shall, throughout the year, continuously monitor all of the rules and regulations of the Association for their effectiveness and if they are suitable for the good of the community. Recommendations for changes, additions or deletions by the committee to the Board of Directors shall be as follows:

- (a) The committee shall act on the following request:
  - (1) A formal request from the Board of Directors and/or the President for a change, addition or deletion.
  - (2) A written request from property owners for a change, addition or deletion.
  - (3) After research by the committee, they find that a change, addition or deletion is necessary for the good of the community.
- (b) Procedure for bringing changes, additions or deletions to the Board of Directors for action:
  - (1) The committee shall research all proposed changes, additions or deletions on the effect it will have on the quality of life within the community.
  - (2) All proposed changes, additions or deletions shall be posted in the Woodlander or mailed in sufficient time (30 days before being presented to the Board of Directors) to allowed for the members to voice their opinion on

such changes, additions or deletions.

- (3) The committee shall reach out to the membership by personal conversation, survey, etc. on proposed changes, additions or deletions.
  - (4) After completing procedures one (1) through three (3) the committee shall submit to the Board of Directors, in writing, the recommended change, addition or deletion. This shall include the exact wording of the proposed change, addition or deletion and the results of the committee's research and findings of procedures one (1) through three (3).
  - (5) The committee shall submit, in writing, to the Board of Directors, the number of its members that are voting for said change, addition or deletion. Those committee members who may disagree with the majority opinion of the committee may submit, in writing, a minority opinion.
- (c) Other duties of the Committee:
1. The committee shall, at least once per year, examine the Association's By-Laws and bring, in writing, to the Board of Directors any changes they believe are necessary in said By-Laws.
  2. Such written request shall include the exact ARTICLE, Section, paragraph, sub-paragraph, etc. and the exact wording thereof that the change is replacing.
  3. The committee shall submit to the Board of Directors, in writing, the committee's reasons for recommending said change. The committee shall disclose the number of committee members voting for said change and allow any members who disagree to submit, in writing, a minority opinion.

## **ARTICLE XII. MEETINGS OF MEMBERS**

### **SECTION 1. ANNUAL MEETING**

The regular Annual Meeting of the Membership shall be held on a Sunday in March that is not a holiday. At the Annual Meeting, with the exception of the Organizational Meeting, the order of business shall contain the following:

- (a) Minutes of the previous year's Annual Meeting
- (b) Reports of the Officers and the Board
- (c) Amendments to the By-Laws
- (d) Elections to the Board of Directors
- (e) Presentation of the Annual Budget
- (f) Standing Committee Reports
- (g) Unfinished Business
- (h) New Business

### **SECTION 2. SPECIAL MEETINGS**

Special meetings of the membership, for any purpose, may be called by the President or Vice President, with the previous agreed upon consent of the majority of the Board of Directors, or upon receipt, by the Board Secretary, a written request, signed by not less than one fourth (1/4) of the total membership eligible to vote.

### **SECTION 3. NOTICE OF MEETINGS**

The Board Secretary shall give notice of any meeting of the membership to the Members. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to their address appearing on the books of the Corporation. Each Member shall register their address with the corporate office, and notice of any meeting of the membership, regular or special, shall be mailed at least thirty (30) days in advance of the meeting, and shall set forth in general the nature of business to be transacted, provided however, that if the business of any meeting shall involve an election governed by ARTICLE IX, notice of such meeting shall be given as therein provided.

**SECTION 4. QUORUM**

Ten Percent (10%) of the members in good standing of the Association present at a meeting in person or by proxy shall constitute a quorum for any action governed by these By-Laws. Any action taken shall be binding upon all of the Members.\*

\*Approved at Annual Meeting on 3/25/07

**ARTICLE XIII. DUES AND ASSESSMENTS**

**SECTION 1. AGREEMENT TO PAY DUES AND ASSESSMENTS**

Each Owner of any Lot, by acceptance of a deed thereof from Pocono Mountain Woodland Lakes, Inc., or any other private conveyance thereafter, is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments on each Lot they own.
- (b) Special Assessments for capital improvements. Such assessments to be fixed, established and collected from time to time as hereafter provided, on each Lot a Member may own.
- (c) Such other Special Assessments, citations, late charges, interest, attorney's collection fees, legal cost of litigation and all other charges and fees levied pursuant to the authority granted in these By-Laws;

The Dues, Assessments and Special Assessments shall be paid by the Member on or before the date or dates fixed by resolution of the Board of Directors. Written notice of the Dues, Assessments and Special Assessments and the date of payment shall be sent to the Members at the address last given to the corporate office of the Association by the Member, or if not given by the Member, such address that appears on the last transfer of deed. If any charge levied against any Lot is not paid when due, it shall become a lien upon said Lot until paid in full. The Board of Directors, on behalf of the Association, may bring such actions as it shall determine appropriate at law or in equity, by way of imposition and foreclosure of a lien upon a Member's Lot or otherwise, to collect the delinquent Dues, Assessments and Special Assessments including cost of collection, including Court and Sheriff's cost, administrative cost, reasonable attorney's fees, and interest at a rate fixed by resolution of the Board of Directors which does not exceed for purpose of comparison, the rate current in the Commonwealth of Pennsylvania as provided in the Goods and Service Installment Sales Act, as amended. The sale or transfer of any Lot, either voluntary or involuntary, including Sheriff Sales and Tax Sales, shall not extinguish any lien for charges provided for herein, except discharge of any lien pursuant to the bankruptcy laws of the United States of America.

**SECTION 2. VOLUNTARY AND INVOLUNTARY CONVEYANCE**

The grantor and grantee of such Properties in a voluntary conveyance, and the previous Owner and the grantee in an involuntary conveyance, including Sheriff Sales or Tax Sales, shall be jointly and severally liable for all unpaid Dues, Assessments and Special Assessments pertaining to said Properties up to and including the date of conveyance, and the grantee shall be solely liable for all Dues, Assessments and Special Assessments after the date of conveyance.

**SECTION 3. SPECIAL ASSESSMENT**

In addition to the annual assessment Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall the assent of two-thirds (2/3) of the votes of Members who are voting in person or by absentee proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

- (a) The Association shall have the authority to levy an Assessment, in an amount fixed by resolution of the Board of Directors, on any Member who is issued a citation for an infraction of the posted rules and regulations, By-Laws of the Association, and the Restrictive Covenants of the Development.
- (b) Any Member may defend against any citation issued, and/or any Assessment resulting from the issuance of a citation, by following the procedures outlined in ARTICLE V, Section 6, paragraph (c), sub-paragraphs (2), (3) and (4).

**SECTION 4. DUE DATE OF ANNUAL AND SPECIAL ASSESSMENTS**

The first Annual Dues, Assessments and Special Assessments shall be made for the balance of the calendar year and shall become due and payable on a day fixed for the commencement The Assessments, Dues and Special Assessments for any year after the first year shall become due and payable on the first day of the fiscal year as determined by the Board of Directors. The amount of the Annual Dues, Assessments and Special Assessments which may be levied for the balance remaining in the first year of Dues, Assessments and Special Assessments shall be the amount which bears the same relationship to the Annual Dues, Assessments and Special Assessments as the remaining number of months in that year bear to twelve (12). The same reduction in the amount of the Dues, Assessments and Special Assessments shall apply to the first Dues, Assessments and Special Assessments levied against any Property which is hereafter added to the Properties now subject to Dues, Assessments and Special Assessments at a time other than the beginning of any Dues, Assessments and Special Assessment period. The due date of any Special Assessment that is described in Section 3 hereof shall be fixed in the resolution authorizing said Special Assessment and the written notice of such Special Assessment.

**SECTION 5. PROPERTIES EXEMPT FROM DUES AND ASSESSMENTS**

The following Properties shall be exempt from Dues, Assessments and Special Assessment charges and the lien created herein;

- (a) All Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Properties.

**ARTICLE XIV. ASSOCIATION RECORDS AND RIGHT TO INSPECT**

**SECTION 1. REQUIRED RECORDS**

The Association shall keep an original or duplicate record of the proceedings of the Members and Directors and any other body exercising powers of performing duties which under these By-Laws may be exercised or performed by such other body; the original or a copy of its By-Laws, including all amendments thereto to date, certified by the Association Secretary, and an original or duplicate membership register, giving the names of each Member and showing their respective addresses and other details of the Membership of each. The Association shall also keep appropriate, complete and accurate books and/or records of account. The records provided for in this Section of these By-Laws shall be kept at the office of the Association, located as stated in ARTICLE I, Section 3, herein.

**SECTION 2. RIGHT OF INSPECTION**

Every Member in Good Standing shall, upon written demand and stating the purpose thereof to the Association Secretary, have the right to examine, in person or by agent or attorney, during the usual hours of business and accompanied by the Association Secretary or a person designated by the Secretary, for any proper purposes, the Membership Register, books and records of account, and records of the proceedings of the Members, Directors and such other body, and to make extracts there from. A proper purpose shall mean a purpose reasonably related to the interest of such person as a member. In every instance where an attorney or other agent shall be the person who seeks right of inspection, the demand shall be made under oath and shall be accompanied by a Power of Attorney or such other writing, which authorizes the Attorney or Agent to so act on behalf of the Member. The demand shall be directed to the Association Secretary, with copies to the President and Board of Directors, at the registered office of the Association as stated in ARTICLE I, Section 2, herein. Any Member requesting copies of the required records shall pay for the cost of such copies in advance. The Association records and membership register shall not be released for commercial use and no Member may sell any information whatsoever.

**SECTION 3. SAFE-KEEPING OF ASSOCIATION RECORDS**

- A. A duplicate copy of the By-Laws, all amendments, the membership register, corporate papers and any other documents deemed necessary by the Board of Directors shall be kept in a safe deposit box at a designated bank or in a safe maintained within the association offices. Within sixty (60) days of the Annual Meeting, the aforesaid documents shall be examined and updated, and the results of said examination shall appear in the following

month's minutes of the Board of Director's meeting.

- B. There shall be four (4) Members designated to enter the safe deposit box or safe. Such Members shall be the President, Secretary and two (2) other Members so designated by the Board of Directors. Two (2) of the four (4) so designated Members shall be year-round residents. The safe deposit box or safe shall always be opened in the presence of at least two (2) of the aforesaid four (4) Members.\*

## **ARTICLE XV. MAINTENANCE OF PROPERTIES**

### **SECTION 1. EXTERIOR MAINTENANCE**

In addition to maintenance on Common Properties, the Association may provide exterior maintenance upon each lot and the dwelling unit thereon, should there be one, which is subject to Dues, Assessments and Special Assessments, insofar as the amelioration of the condition of said Properties is necessary for protection of the surrounding Property Owners and/or the agrarian environment.

### **SECTION 2. COST OF EXTERIOR MAINTENANCE**

The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of such Annual dues or charges to which the Lot is subject to and, as part of such Annual Dues or charges, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in ARTICLE XIII, hereof

### **SECTION 3. AUTHORIZATION TO PERFORM MAINTENANCE**

For the purpose solely of performing the exterior maintenance authorized by this ARTICLE, the Association through its duly authorized agents or employees, shall have the right, after ten (10) days written notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sundays and legal Holidays.

\*Amended: 3/25/07

## **ARTICLE XVI. DIVIDED OWNERSHIP AND MULTI-FAMILY USE**

A housing structure placed on a Lot in Pocono Mountain Woodland Lakes Development shall be held in the form of a single-family residential dwelling. No multiple ownership of Property is permitted whereby ownership or use is divided into incremental, season or periodic interest. Thus, no quarterly, seasonal or periodic form of divided interest and/or use shall be permitted within Pocono Mountain Woodland Lakes Development, such reasonable restraints on use and occupancy being consistent with the general scheme and character of the development.

## **ARTICLE XVII. ANNEXATION, MERGER AND CONSOLIDATIONS**

Upon the annexation, merger or consolidation of the Association with another association, its Properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or, alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the Properties, rights and obligations of this Association as a surviving Corporation pursuant to a merger.

## **ARTICLE XVIII. AMENDMENTS TO THE BY-LAWS**

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by absentee ballot, provided that those provisions of these By-Laws which are governed by the Articles Of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable laws; and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to the Properties may not be amended as provided in such Covenants and Restrictions.

## **ARTICLE XIV. SAVING CLAUSE**

### **SECTION 1. INVALID OR UNCONSTITUTIONAL**

In the event that any Section of these By-Laws or part thereof shall be found by a court of competent jurisdiction to be invalid or unconstitutional, all other remaining Sections shall remain in full force and effect.

### **SECTION 2. IN CASE OF CONFLICT**

In the case of a conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between these By-Laws and the Restrictive Covenants applicable to the Properties, the Restrictive Covenants shall control.

### **SECTION 3. REPLACEMENT OF BY-LAWS**

These By-Laws replace any and all previous existing By-Laws of the Association of Property Owners of the Pocono Woodland Lakes Property Owners Association, Inc., and shall not impair or effect any set done, offense committed, or liability, duty, obligation, penalty, judgment or punishment incurred prior to the time these By-Laws or subsequent By-Laws or amendment thereto takes effect, but the same may be enjoyed, asserted, enforced or prosecuted as fully and to the same extent as if these By-Laws or Amendments thereto had not been enacted.

## **ARTICLE XX. MISCELLANEOUS**

### **SECTION 1. PRIVILEGED TO RESIGN**

A Member may not be privileged to resign or transfer his Membership, so long as he continues to own or control an interest in the Properties.

### **SECTION 2 FAILURE TO ENFORCE**

Failure by the Association, its representatives or any Owner to enforce any Covenant and Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### **SECTION 3 INCOME**

Whenever the lawful activities of the Association involve, among other things, the charging of fees or prices for services or products, it shall have the right to receive such income and in doing so may make an incidental profit. All such incidental profits shall be applied to the maintenance and operation of the lawful activities of the Association and in no case shall be divided or distributed in any manner whatsoever among the Members, Directors or Officers of the Association.

### **SECTION 4 TRANSACTIONS OF THE ASSOCIATION**

Transactions engaged upon between the Associations, its Officers and members of the Board of Directors, as individuals or as representatives of other corporations, should in all cases be valid and binding in the absence of fraud.

## **SECTION II CONDITIONS, COVENANTS AND RESTRICTIONS**

The following Conditions, Covenants and Restrictions are contained in an instrument recorded in the Office of the Clerk of the County of Pike, Commonwealth of Pennsylvania on July 12, 1973 and various other dates. They shall be perpetual unless otherwise' specified and shall apply to the entire subdivision known as POCONO MOUNTAIN WOODLAND LAKES.

1. The premises hereby conveyed shall be used for residential purposes only, except for no-impact home businesses which is defined as follows: A no-impact home-based business is a business of commercial activity administered or conducted as an accessory use which is clearly secondary to the use as a residential dwelling and which involves no customer, client, or patient traffic, whether vehicular or pedestrian, pick-up, delivery or removal functions to or from the premises, in excess of those normally associated with residential use. The business or commercial activity must satisfy the following requirements:

- (1) The business activity shall be compatible with the residential use of the property and surrounding residential uses.
- (2) The business shall employ no employees other than family members residing in the dwelling.
- (3) There shall be no display or sale of retail goods and no stockpiling or inventory of a substantial nature.
- (4) There shall be no outside appearance of a business use, including, but not limited to, parking, signs or lights.
- (5) The business activity may not use any equipment or process which creates noise, vibration, glare, fumes, odors, or electrical or electronic interference, including interference with radio or television reception, which is detectable at the property line or in the neighborhood.
- (6) The business activity may not generate any solid waste or sewage discharge, in volume or type, which is not normally associated with residential use in the neighborhood.
- (7) The business activity shall be conducted only within the dwelling and may not occupy more than 25% of the habitable floor area.
- (8) The business may not involve any illegal activity.

No building shall be erected, altered, placed or permitted to remain on the premises hereby conveyed other than one (1) detached single-family dwelling, not to exceed the maximum height for residential structures as established by the local ordinances or regulations and a private garage for not more than three (3) cars. \*(Amended annual meeting 3/08)

2. No building shall be located on any Lot nearer than 120 feet to the front line or nearer than fifteen (15) feet to any side yard line or nearer than thirty (30) feet to any combined side yard or nearer than twenty-five (25) feet to any rear Lot line.
3. Easements for installations and maintenance of utilities and drainage facilities are reserved over the front ten (10) feet of each Lot and side and rear five (5) feet of each Lot.
4. No structure of any temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently.
5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a dog, cat or other household pet may be kept provided that they are not kept, bred or maintained for any commercial purpose.
6. No Lot shall be used or maintained as a dumping ground for any rubbish, trash, garbage or other waste shall be kept in sanitary containers. No motor vehicle or any substantial part of one shall be kept on any Lot unless they are currently licensed for operation on public highways.
7. No individual water supply system shall be permitted on any Lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State and/or local public health authorities.
8. No individual sewage disposal system shall be permitted on any Lot or building site unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the State and/or local public health authorities.
9. No building or structure, including water and sewage disposal system shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing, of the seller, as to location, elevation, plan and design. The seller shall approve or disapprove the said location; elevation, plan and design within fifteen (15) days after the same have been submitted. Such approval will not be unreasonably withheld and is subject to the requirements, standards and recommendations of the State and/or local public health authorities.
10. No excavation shall be made on the premises except for the purpose of building thereon and only at a time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation, without the written consent of the seller, which shall not be unreasonably withheld.
11. Purchaser shall not clear the Lot of brush or trees or do any burning of any nature, whatsoever, except after having first obtained the approval of the seller, in writing. Such approval to specify the time and manner in which such clearing or burning shall be done.

12. Until dedicated to public use, title to The portion of the lands of the seller laid down on maps as streets, shall remain in the seller subject to the right of the purchaser and others and those claiming under then, to use the same for ingress and egress to and from public and community roads and subject to the right of the seller to maintain or grant the right to maintain water mains, sewer pipes, street drains, gas mains, fixtures for street lighting, telephone and maintenance and control of the said private street, roadways and right of ways or some of them to Pocono Mountain Woodland Lakes Community Association, which may be formed in the future or any other group, company or corporation designated by the seller.
13. The purchaser agrees not to permit signs for advertising purposes to be erected or maintained on the premises.
14. The purchaser agrees to join the Pocono Mountain Woodland Lakes Association, if; as when same is formed and to maintain such membership and pay one (1) such annual fees and dues as the Association may by its By-Laws prescribe, (i.e.) such assessments as the Association may charge for the repair and maintenance of the streets and roads and other common facilities, if any. It is understood and agreed that the seller, being a member of the Association by virtue of the lands owned by the seller, will not be liable for such annual fees and dues, assessments and charges. The purchaser hereby agrees to require as a condition precedent to the sale of the premises hereby conveyed, that any subsequent purchaser should join the aforesaid Association.
15. Until such time as grantee joins the Property Owners Association and begins paying its charges and dues, each Lot owner shall pay to The seller the sum of ninety (\$90.00) dollars per year for road maintenance, snow removal, etc.
16. Anyone making a nuisance of himself or herself, shall at the discretion of the seller, be denied the privileges at the, recreational facilities for a limited period of time.
17. It is covenanted that the seller shall have the right after giving five (5) days notice to the purchaser, to enter the premises upon which any structure or nuisance having been erected or maintained contrary to any of these covenants and remove said objectionable structure or nuisance without liability for damage for such action, assessing the reasonable cost thereof against the owner.
18. All sewage disposal systems shall be constructed in accordance with recommended standards of the public health authorities, sewage disposal systems will not be installed within fifty (50) feet of any body of water or water course, or within ten (10) feet of any Lot line.
19. Corner Lots shall be subject to sight easements over a triangle, the legs of which are thirty (30) feet measured along the street right of way lines from their point of intersection.
20. The seller shall have the right to change, amend or modify these covenants so long as the change, amendments or modification does not alter the residential nature of the development or deprive the purchaser of his frontage or of ingress or egress over the street or road upon which his Lot fronts to a public highway or road.
21. Failure to promptly enforce any of the foregoing restrictions, conditions or covenants shall not be deemed a waiver of the right to do so thereafter, as to any continuing subsequent or other violation.
22. These Conditions, Covenants and Restrictions shall bind the seller, its successors and assigns, and shall bind the purchaser and the heirs, executors, administrators, successors and assigns of the purchaser to all the requirements contained herein.

#### **SECTION 1. CLARIFICATION**

The SELLER as referred to in these Conditions, Covenants and Restrictions, refers to POCONO MOUNTAIN WOODLAND LAKES, INC., a Pennsylvania Corporation, and the original sub-divider of POCONO MOUNTAIN WOODLAND LAKES DEVELOPMENT

Any person or entity who owns a Lot or Lots in the Development and is conveying said Lot or Lots to another person or entity, is not the SELLER and is referred to in the aforesaid Conditions, Covenants and Restrictions, but, is simply a purchaser, as referred to in the aforesaid Conditions, Covenants and Restrictions, conveying their Lot or Lots to another purchaser. No purchaser is authorized to and shall not collect any Dues, Fees or Assessments on behalf of the SELLER or the Association.

POCONO MOUNTAIN WOODLAND LAKES COMMUNITY ASSOCIATION and POCONO MOUNTAIN WOODLAND LAKES ASSOCIATION as referred to in the aforesaid Conditions, Covenants and Restrictions, is now known as POCONO WOODLAND LAKES PROPERTY OWNERS ASSOCIATION, INC.