

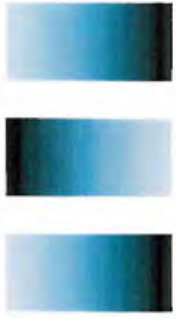


COVENANTS- January 1, 1997

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BY-LAWS

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COVENANTS



FIRST RESTATED DECLARATION OF RESTRICTIONS, COVENANTS, ETC. LAKE ADVENTURE

THIS DECLARATION OF RESTRICTIONS, COVENANTS, EASEMENTS, EQUITABLE SERVITUDES, CHARGES, ASSESSMENTS AND LIENS, amended and restated this first day of January, 1997 by LAKE ADVENTURE COMMUNITY ASSN., a Pennsylvania not-for-profit corporation, herein referred to as the "Association".

BACKGROUND:

I. The Association is the successor in title to Lake Adventure, Inc., the original owner of certain real property located in Township of Dingman, Pike County, Pennsylvania, known as "Lake Adventure", herein referred to as the "Development", described on the subdivision maps, herein referred to as the "Plats", as recorded by Lake Adventure Inc. in the Office of the Recorder of Deeds in and for Pike County, Pennsylvania (the "Recorder's Office") and identified thereon as Plat Maps of Lake Adventure; and

II. The Association and Owners of Lots, known as "Campsites", in Lake Adventure intend to amend and restate the original Declaration of Restrictions, Covenants, etc., created by the Declarant, Lake Adventure, Inc., dated February 25, 1977 and recorded in the Pike County Deed Book.

III. Lake Adventure Community Assn. is the owner of common area deeds transferred to Lake Adventure Community Assn. from the original developer as recorded in Pike County Records.

IV. The Association desires that the "Campsites" within the Development continue to be subject to this amended and restated declaration of mutual and beneficial restrictions, covenants, easements, equitable servitudes, charges, assessments and liens under a general plan of development and improvement for the mutual benefit of all Campsites therein and for the Owners thereof, present and future.

NOW, THEREFORE, THE ASSOCIATION declares that all of the Campsites and all other property in the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to provisions of this first amended and restated Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said Campsites and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this first amended and restated declaration are intended: to create mutual equitable servitudes upon each of

the Campsites in favor of all such Campsites, with each Owner covenanting and agreeing with each and every other Owner and with the Association, and for their mutual benefit, that the Owners, their heirs, administrators, successors and assigns will faithfully keep, observe and perform the covenants and conditions hereof for the benefit of each and every other Owner; to reconfirm that the Association and each and every Owner have the right to enforce, in law or equity, the performance hereof by each and every other Owner; and to operate as covenants running with the land for the benefit of each and every Campsite in the Development and their respective Owners, present and future.

I. DEFINITIONS

The following terms and phrases as used in this Declaration shall be defined as follows, unless the context clearly indicates otherwise:

1.1 **"Association"** means the Lake Adventure Community Association, Inc., also referred to as LACA, a Pennsylvania not-for-profit corporation.

1.2 **"Board"** means the Board of Directors of the Association elected pursuant to provisions hereof and the By-laws.

1.3 **"By-laws"** means the By-laws of the Association.

1.4 **"Campsite"** means any numbered Lot in the community designated on a Plat to be used in accordance herewith for camping purposes.

1.5 **"Committee"** means any group (composed of LACA members in good standing) appointed and/or approved by the Board of Directors, authorized to perform specific advisory duties for the benefit of the Board of Directors.

1.6 **"Common Area"** means any and all real property designated as such on a Plat and all real property acquired by the Association, or otherwise, together, in each instance, with all improvements which may be at any time constructed thereon, including, but not limited to, Roads, Utility Facilities, recreational and community facilities, lakes and parks.

1.7 **"Declaration"** means this First Amended and Restated Declaration of Restrictions, Covenants, etc., dated January 1, 1997 as the same may be amended or supplemented from time to time.

1.8 **"Development"** means all of the real property comprising LAKE ADVENTURE, as shown on the Plats recorded by Lake Adventure Inc. in the Recorder's Office and identified thereon as Plat Maps of Lake Adventure, including any real property annexed thereto as provided herein.

1.9 **"Household"** means one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than 3 adult persons, not so related, who, in each instance, regularly and customarily reside together in the same house or home as a principal residence.

1.10 **"Improvement"** means any building, structure, outbuilding, including storage sheds and garages, streets, Roads, driveways, parking areas, fences, retaining or other walls, decks, platforms, piers, patios, hedges, poles, antennae and any other structure, alteration to, or decoration of, real property of any type or kind.

1.11 **"In Good Standing"** shall mean an Owner who is in compliance with all covenants, by-laws, and rules and regulations of the Association.

1.12 **"Lake Adventure, Inc."** refers to the original developer of the Development and declarant of the initial Declaration for the Community.

1.13 **"Lot"** means any numbered, named or lettered tract of real property with such boundaries as are shown on a Plat.

1.14 **"Owner"** means any person, or persons, who hold(s) fee simple title to any Campsite.

All benefits, obligations, restrictions or requirements imposed hereby upon an "Owner" shall also be imposed upon any person using or occupying any Campsite pursuant to a contract or other arrangement with any Owner, including the tenants, guests, agents, licensees or invitees of any person owning, using or occupying any Campsite.

1.15 **"Plat"** means a final subdivision map with respect to the Development, as recorded by Lake Adventure, Inc. in the Recorder's Office, including the Plat Plan of Units I to V of Lake Adventure, prepared by E. D'Appolonia Consulting Engineers, Inc. and revised by Robert E. Felker, Inc., surveyors, as recorded in the Recorder's Office in Map Book 14, Page 42. The term "Plats" shall mean all of the final subdivision maps of the Development, as recorded by Lake Adventure, Inc., from time to time identified thereon as Plat Maps of Lake Adventure, including any additions or revisions thereto.

1.16 **"Platform"** means a free standing surface used to accommodate approved structures.

1.17 **"Recreational Vehicle"** means a vehicular type unit initially designed and factory-manufactured as temporary living quarters for recreational, camping, or travel use (and licensed or permitted to travel on state highways by the Commonwealth of Pennsylvania), which either has its own motive power or is mounted on or drawn by another motor vehicle. Recreational Vehicles shall include:

(a) **Travel Trailer:** a vehicular unit, mounted on wheels, of such size or weight as not to require special highway movement permits when drawn by a motor vehicle, initially designed and constructed to provide temporary living quarters for recreational, camping, or travel use.

(b) **Park Model:** such other vehicular unit conforming to federal, state, and local regulations and in accordance with LACA rules and regulations.

(c) **Truck Camper:** a portable unit, initially designed to be loaded onto, or affixed to, the bed or chassis of a truck, constructed to provide temporary living quarters for recreational, camping or travel use;

(d) **Motor Home:** a vehicular unit built on a self-propelled motor vehicle chassis, initially designed to provide temporary living quarters for recreational, camping or travel use: and

(e) **Camping Trailer:** a vehicular unit mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle and unfold at the campsite and designed to provide temporary living quarters for recreational, camping or travel use; or

(f) **Other:** such other temporary living unit, vehicular or otherwise, as shall be approved by the Board.

1.18 **"Road"** means any and all of the real property designated, on a Plat, as a right of way for road purposes including any Improvements thereto.

1.19 **"Tent"** means a movable shelter made of canvas or other similar new material, supported by a pole or poles and designed and manufactured to provide temporary living quarters for recreational and camping use.

1.20 **"Utility Facilities"** means all property, real, personal or mixed acquired or constructed by the Association and used or useful in connection with providing water supply service, sanitary sewage collection and disposal service and electric service to Campsites within the Development, or providing such other services as shall be determined by the Association to be useful or necessary to Campsites or the Development.

II. TERM

2.1 The provisions of this Declaration shall run with the land, shall exist and shall be binding upon all parties claiming any interest in the Development until January

1, 2007, after which time the same shall be extended for successive periods of 10 years each, unless an amendment hereto has been duly adopted and recorded as hereinafter provided.

III. LAND USES

3.1 Campsites. Unless otherwise provided in this Declaration, Campsites shall be used only for camping purposes. Owners of Campsites may place thereon Recreational Vehicles or Tents and any related facilities as may be approved by the Board. No improvement or any mobile home designed for permanent occupancy may be erected or placed on any Campsite. All Recreational Vehicles in the Development shall be maintained in a transportable condition at all times.

No Campsite shall be the primary and principal residence of the Owner, or any other occupant thereof, it being the express intention of the Association that each Campsite be used and occupied only for camping and recreational purposes by a Household. The campsite shall not be used as the basis for establishing residency for voting, driver's license, attendance at local schools, filing state and local tax returns or other similar uses.

No time-sharing or other similar interval ownership or occupancy of any Campsite is permitted.

The Board may for health and safety purposes only require any owner to remove a Recreational Vehicle for a period of 24 hours, unless such Owner can establish a prior removal within the immediately preceding 12 months.

3.2 Common Areas.

(a) Roads: All real property in the Development designated as Roads on the Plats are and shall remain private property. Lake Adventure, Inc.'s recording of the Plats shall not be construed as dedication of the Roads to public use. All owners shall have use and enjoyment of the Roads subject to the provisions hereof and to reasonable rules and regulations from time to time adopted by the Board.

Operation and maintenance of Roads shall be the responsibility of the Association. At any time, the Association may, upon the affirmative vote of fifty-one percent (51%) of its members entitled to vote, offer any of the roads for dedication to public use, subject to acceptance by the appropriate governmental authorities and applicable standards.

(b) All other Common Areas are and shall remain private property. The use and enjoyment of Common Areas and Improvements thereon shall be subject to

provisions hereof and to reasonable rules and regulations from time to time adopted by the Board. Operation and maintenance of Common Areas and any Improvements thereon, including repair to any such Improvements, shall be the responsibility of the Association. All Improvements must be approved by the Board or its designee as hereinafter provided.

IV. OTHER CAMPSITE USE RESTRICTIONS

4.1 The following shall be applicable to all Campsites within the Development and all Campsite Owners, and each Owner covenants to observe and perform the same:

(a) **Setback Requirements.** Each Recreational Vehicle or Tent placed upon a Campsite shall be at least:

- (1) 15 feet from the front Lot line;
- (2) 15 feet from the back Lot line;
- (3) 7 1/2 feet from side Lot lines; and

(4) 25 feet from the shoreline of any body of water, using, in the case of a lake, the line resulting upon normal lake elevation.

(b) **Improvements.** No Improvements shall be placed or erected upon any Campsite without the approval of the Board or its designee. Generally, no building shall be erected or placed upon any Campsite except storage sheds not exceeding 80 square feet in floor area no more than 8 feet in height. Improvements shall be constructed only by persons approved by the Board or its designee. Any approved Improvements shall be completed as approved within 3 months following commencement of construction.

(c) **Recreational Vehicles or Platforms.** No Recreational Vehicle or Platform shall be placed or erected upon any Campsite without the approval of the Board or its designee. Recreational Vehicles shall be located on a Campsite on a pad approved by the Board or its designee.

(d) **Maintenance of Campsites.** All Campsites whether occupied or unoccupied and any Improvements, Recreational Vehicles or Tents placed thereon shall at all times be maintained by the Owner in such a manner as to prevent them from becoming unsightly, unsanitary, or a hazard to health or safety. If not so maintained, the Board or its designee shall have the right, through its agents and employees, to

provide such maintenance or take other corrective work which, in its sole discretion it deems necessary, the cost of which shall be payable by the Owner of such Campsite immediately, and if not paid, shall be added to the next annual assessment applicable to such Campsite as provided in Part IX hereof.

(e) Waste Disposal. No owner or occupant of any Campsite shall permit or allow the dumping or placement of any sanitary sewage or other waste anywhere upon any Campsite or elsewhere within the Development except in places designated therefor. No sewage, garbage or liquid or solid waste disposal systems shall be permitted on any Campsite. All Recreational Vehicles having sanitary sewage drains shall have such drains sealed for the duration of their stay in the Development, unless such drains are connected to the central sewage disposal system constructed within the Development. The disposal of garbage and trash shall comply with LACA rules and regulations.

(f) Fences and Clotheslines. All lots shall be kept free and open and no fences, ledges, or walls shall be permitted thereon, unless constructed of natural or man-made (manufactured to resemble natural) materials, at a height of 36 inches or less, and approved by the Board or its designee. No clotheslines shall be permitted on any lot at any time.

(g) Nuisances. No noxious or offensive activities or nuisances shall be permitted on any Campsite.

(h) Signs. No person except the Board or its designee shall erect or maintain any for sale or commercial sign or advertisement in the Development. Name signs, no more than 576 square inches in size are permitted.

(i) Animals. No animals shall be kept or maintained on any Campsite except the usual household pets. Pets shall be kept confined and quiet so as not to become a nuisance. Unless otherwise approved by the Board or its designee, pets shall be kept on leashes. All pets, when applicable, must be inoculated against rabies. No commercial breeding of pets or animals shall be permitted within the Development.

(j) Limit of Occupancy. Except with the consent of the Board or its designee, no more than one Recreational Vehicle or Platform may be erected or placed upon a Campsite.

(k) Open Fires. No open fires of any kind shall be permitted on any Campsite except within the confines of a masonry fireplace, barbecue pit, clear space of ground encircled with large stones, a metal cooking device or a metal brazier.

No burning of treated wood, leaves, or similar refuse shall be permitted. No burning of trash or garbage shall be permitted. All fires must be attended at all times and thoroughly extinguished upon completion of use.

(l) **Camping Accessories.** Picnic tables, benches, fire boxes or fireplaces and similar items of personal property related to camping activities, which meet the standards adopted by the Association, may be placed on a Campsite. No tree houses shall be erected or placed upon a Campsite. All personal property on a Campsite shall be maintained in good condition so as not to become unsightly. Tents shall not be left standing on a Campsite during the period between December 1st and the following April 1st.

(m) **Removal of Trees.** No trees over three (3) inches in diameter may be removed from any Campsite without the approval of the Board or its designee.

(n) **Docks and Piers.** No dock, pier or other similar structure may be erected, constructed or placed within any lake except by the Board or its designee.

(o) **Ditches and Swales.** Each owner shall keep drainage easements, ditches and swales located on the Owner's Campsite free and unobstructed and in good repair and shall provide, with the approval of the Board or its designee, for the installation of such drainage facilities (including culverts and galvanized corrugated drain pipes of no less than 15 inches in diameter under driveways), upon the Campsite as may be reasonably required for proper drainage. Such drainage facilities shall be considered Campsite Improvements hereunder and the construction plans and person installing or constructing the same shall be approved by the Board or its designee as provided herein. The Owner shall also prevent erosion on the Campsite.

(p) **Drilling and Mining.** No drilling, refining, quarrying or mining operation of any kind shall be permitted, nor shall drilling for water or digging of water wells be permitted on any Campsite.

(q) **Vehicle Parking.** No vehicle shall be parked on any Road within the Development except with written permission from the Board or its designee.

(r) **Use of Lakes.** The use of any lake situated within the Development shall be subject to Rules and Regulations adopted by the Board from time to time. Gasoline or diesel powered boats are prohibited except for law enforcement or safety reasons.

(s) **Structural Removal and Repairs.** Any structure or material on any Campsite, which may be destroyed in whole or in part by fire, windstorm, or other cause, shall be removed from the Campsite and the properties shall be restored to a sightly condition with reasonable promptness.

Any new construction is subject to the approval of the Board or its designee by permit. Any maintenance or emergency or minor repairs to pre-existing structures shall not require approval of the Board or its designee by permit, provided that such repairs or maintenance only return structure to original state.

(t) Commercial Uses. No Campsite shall be used for business, professional or commercial purposes. The Board or its designee specifically reserves the right to lease or offer for lease any Campsite owned by it.

(u) Abandoned Vehicles. No unregistered, wrecked, abandoned, discarded or junked Recreational Vehicle, motor vehicle, trailer, water craft, equipment or material of any kind shall be placed upon or be permitted to remain on any Campsite. The Board or its designee specifically reserves the right to enforce this provision.

(v) Use of Roads; Motor vehicles, etc. No motor vehicle of any type shall be driven or towed in a reckless manner on or along any road. All drivers of motor vehicles shall observe speed restrictions and noise limitations within the Development as established from time to time by the Board. No motor vehicles shall be permitted within the development unless the same are motor vehicles properly registered, insured and in compliance with Lake Adventure Community Association By-laws and Rules and Regulations.

(w) Guests/Renters. Any person entering the Development at the invitation of an Owner, other than members of an Owner's Household, shall be registered with the Association. All occupants and visitors shall be subject to such rules and regulations as the Board shall adopt from time to time applicable thereto, including the imposition of any charges.

(1) Property owners are responsible for their guests and/or renters and shall acquaint them with the rules and regulations of the community.

(2) Property owners will be ultimately responsible for any damages caused and costs incurred to the Association or other Owners by their guests/renters.

(x) Firearms. No hunting or shooting, use of firearms, pellet guns, air guns, slingshots or bows and arrows shall be permitted within the Development, unless by special permit issued by the Board pursuant to rules and regulations adopted from time to time by the Board.

4.2 In addition to the foregoing, the following provisions are applicable to all lake-front and stream-front Campsites and the Owners thereof, and each Owner covenants to perform and observe the same.

(a) Ownership of Lake-front Campsites. The boundary of any Campsite shown on a Plat as being contiguous to a lake shall be the shoreline thereof as said shoreline would be if the water level in said lake were one vertical foot above normal lake elevation.

(b) Limitation of Water Rights. No Owner of a Campsite contiguous to a lake or stream shall have any rights with respect to such lake or stream, the land thereunder, the water therein, or its or their elevations, use or conditions, nor shall such owner have any riparian rights incident or appurtenant thereto. No person shall acquire title to any land in the Development by accretion, reliction, submergence or changing water levels.

(c) Right to Remove Accretions. The Board or its designee shall have the right at any time to dredge or otherwise remove any accretion or deposit from any stream-front or lake-front Campsite in order that the shoreline of the lake or stream to which the Campsite is contiguous may be moved inland toward, or outward (away from), the boundary of said Campsite.

(d) Responsibility for Damages. The Association shall not be liable for damages caused by erosion, washing or other action of the water of any lake or stream or drainage.

(e) Right to Change Level of Lake or Stream. The Board shall have the right to raise and lower the water level of any lake or stream in the Development.

V. EASEMENTS

5.1 Campsites. The following easements over each Campsite and the right of ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to the Board or its designee.

(a) A 7 1/2-foot wide strip running along the inside of each side Lot line, and a 10-foot wide strip running along the inside of each back and front Lot lines of each Campsite for the purpose of construction, installation, operation and maintenance of drainage courses, culverts, etc. and Utility Facilities, including telephone, radio and TV transmission lines, if any, and including the accessory right to locate guy wires, braces or anchors, or to cut, trim or remove trees, shrubs or plantings wherever necessary.

(b) A 25-foot wide strip running along the inside of all Campsite lines coincident with the shorelines of any lake or water course in the Development for the purpose of shoreline maintenance. *

(c) A 15-foot wide easement running along the inside of all Campsite lines coincident with Road right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.

5.2 Streets. The Association reserves an easement over, upon and under all Roads for installation, maintenance and operation of Utility Facilities, for purposes of drainage control, for access to Campsites and Common Areas by the Association and for use by any other authorized persons.

5.3 Other. Any other easements shown on the Plats and an easement in favor of the Association, upon all land within the Development for the enforcement of this Declaration.

5.4 Liability. No Owner shall have any claim or cause of action against the Association arising from exercise or non-exercise of any easement reserved hereunder as shown on a Plat.

VI. UTILITY FACILITIES

6.1 The Association shall operate and maintain the Utility Facilities in accordance with sound utility management practices and shall pay all costs thereof, including a reasonable reserve for depreciation, from revenues from assessments levied and collected by the Association pursuant to Part IX hereof.

6.2 Use and enjoyment of the Utility Facilities by Owners shall be subject to reasonable rules and regulations applicable to the Utility Facilities as shall be adopted from time to time by the Board.

6.3 Usage.

(a) Excessive use of Utility Facilities shall be prohibited. The Board, pursuant to rules and regulations, may prohibit, or may require special permit for, and may impose special charges for, the use of electric energy for space-heating, water heating, air conditioning or refrigeration purposes and the use of the water supply system for washing motor vehicles, Recreational Vehicles or lawn sprinkling. Any special charges imposed for such uses shall be made a part of the assessment payable

with respect to each such Campsite under Part IX hereof and shall be payable and collected in the manner provided herein with respect to such assessments.

(b) The Board shall have authority to adopt any other measures, by such rules and regulations, which may be necessary, in its own judgment to regulate use of Utility Facilities by Owners, including the installation of meters at certain Campsite connections to measure usage by the Owner thereof and the adoption of charges for such metered usage of any of the Utility Facilities.

6.4 No tampering with, modification or alteration of any Utility Facilities shall be permitted without the approval of the Board.

6.5 The Board or its designee reserves the right to discontinue service from the Utility Facilities to any Campsite, upon 15 days written notice to the Owner thereof, if such Owner is delinquent with respect to payment of any assessment imposed pursuant to provisions of Part IX, hereof, or if such Owner otherwise is in violation of any rule or regulation of the Association applicable to the Utility Facilities.

VII. IMPROVEMENTS

7.1 All improvements constructed or placed on any Campsite, or any Platform or Recreational Vehicle placed on any Campsite shall first have the written approval of the Board or its designee. Such approval shall be granted only after written application has been made to the Association in the manner and form described by it. The application to be accompanied by plans and specifications, where applicable, shall indicate the location of all Improvements proposed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Association may require.

7.2 The Board or its designee may disapprove any application :

(a) if it does not comply with this Declaration;

(b) because of the reasonable dissatisfaction of the Board or its designee with grading plans, location of proposed Improvements on a Campsite, location of a proposed Platform or Recreational Vehicle on a Campsite, finished ground elevation, color scheme, finish, design, proportions, architecture, shape, height or style of the proposed Improvement, materials used therein; or

(c) if, on the reasonable judgment of the Board or its designee the proposed Improvement, Recreational Vehicle, or Platform will be inharmonious with the

Development, or with any Improvement, Recreational Vehicle or Platform placed on other Campsites.

7.3 The Board of Directors shall from time to time adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications, required number of copies of plans and specifications, provisions for notice of approval or disapproval, including a reasonable time period to approve or to disapprove, etc. The Board or its designee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other Campsites.

7.4 At any time prior to completion of construction of an Improvement, the Board or its designee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor that such Improvement does not violate any setback, ordinance or statute, nor encroach upon any easement or right-of-way of record.

7.5 As a means of defraying its expenses, the Board of Directors may adopt and impose a reasonable filing fee to accompany the submission of plans and specifications.

7.6 Notwithstanding the approval by the Board or its designee of plans and specifications or its inspection of the work in progress, neither it, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or any other material submitted to the Association, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of Improvements constructed pursuant thereto.

7.7 Any applicant shall have the right to appeal to the Board regarding any decision of the Board's designee within 30 days after receipt of such decision. The decision of the Board shall be final.

VIII. LAKE ADVENTURE COMMUNITY ASSOCIATION, INC.

8.1 Every person identified as an "Owner" under section 1.14 hereof shall be a member of the Association.

8.2 The Association shall have the duties, responsibilities, rights and privileges with respect to the Development as are provided herein or otherwise provided in law.

8.3 Members of the Association and their voting rights shall be as follows:

Members shall be all Owners of the Campsites within the Development. Members in good standing shall be entitled to one vote for each Campsite owned, with respect to all matters required hereby, or by the Articles or By-laws to be voted upon by members of the Association. In the event of joint ownership of a Campsite, only one vote may be cast by all joint Owners; the person authorized to cast the joint Owners' vote shall be designated to the Association in writing. Any disputes as to the proper person holding the right to vote with respect to any such Campsite shall be determined by the Board, which decision shall be final. Other than the right to vote, all Owners and persons constituting the Household of an Owner shall have full rights and privileges as members of the Association.

8.4 The governing body of the Association shall be the Board, the members of which shall be elected by the members for such terms and in the manner provided in the By-laws.

8.5 To the extent not provided herein, the Articles and By-laws shall govern the affairs of the Association, including the designation and election of officers, time, place and notice of meetings and the rights, duties, privileges and obligations of membership. In the event of any conflict between provisions of the Articles, By-laws or Rules and Regulations and this Declaration, the provisions of this Declaration shall prevail.

IX. ASSESSMENTS, LIENS

9.1 Each Owner of a Campsite, by execution of an agreement of sale or by acceptance of a deed therefor, covenants and agrees to pay to the Association, for the purposes herein provided: [1] annual assessments for operation and maintenance of Common Areas; [2] special assessments for capital improvements; and [3] any additional charges assessed against such Owner as hereinafter provided.

9.2 Assessments shall be levied and collected by the Association against all Campsites within the Development; provided, however, no assessment shall be levied against any Campsite while the Association is the owner thereof.

9.3 The Association shall levy and collect, in each year, an annual assessment upon each Campsite liable therefor in an amount sufficient to provide revenues to pay all costs, including a reasonable reserve for depreciation, and a reasonable reserve for uncollectible accounts, of operation and maintenance of the Common Areas, including the Utility Facilities, and all other obligations of the Association, for such year, including any deficits from operations in prior years.

9.4 In January of each year the Board shall adopt a budget setting forth all such costs and obligations of the Association for its fiscal year and on the basis thereof, shall establish the amounts of the annual assessments for such year and shall collect the same.

9.5 The maximum amount of any annual assessment shall be determined by the Board and shall be an amount required to satisfy all costs and obligations of the Association as provided in section 9.4 hereof.

9.6 In addition to the annual assessments authorized above, the Association, by its Board, may levy, in any assessment year, a special assessment applicable to that year only or over an extended period of years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement upon the common Area, including fixtures and personal property related thereto. Any assessment in excess of the aggregate amount of \$60 per Campsite owned by any Owner other than the Association, in any given calendar year, shall have the approval of fifty-one percent [51%] of the votes of members of the Association at a meeting duly called for this purpose. Voting shall include proxy votes and absentee ballots as shall be approved and forwarded to the members by the Board.

9.7 Annual assessments with respect to all Campsites, and special assessments for capital improvements as authorized by section 9.6 hereof shall be fixed at a uniform rate for all Campsites and may be collected on a monthly, quarterly or annual basis as determined from time to time by the Board. Special charges may be included in any annual assessment with respect to any Campsite, to the extent authorized hereby and by action of the Board.

9.8 The Association is also authorized to levy and collect special assessments against any Campsite Owner, other than the Association, upon a finding by the Board or its designee, subject to an appeal to the Board, which appeal shall be final, that such Owner has violated any of the covenants contained in Article IV hereof. Rules and regulations as to procedures for the filing of complaints, notice and hearing, before the Board or its designee in connection with adjudication of any such violations and the amounts and procedures applicable to any such fines or penalties shall be adopted from time to time by the Board.

Any and all costs of the Association incurred with respect to performance of any corrective work or maintenance in connection with any Campsite, as provided in section 4.1[d] hereof, shall also be added to the annual assessment with respect to such campsite.

9.9 Notice of any assessment shall be mailed by the Association to each Owner at such Owner's principal residence address as the same appears on the records

of the Association. The due date for payment of any assessment shall be fixed by the Board and shall be contained in the notice. Any assessment remaining unpaid as of the due date for payment shall be delinquent and shall bear interest from the date of payment as approved by the Board, up to the highest rate then allowable by law.

9.10 The Association may file a notice that it is the owner of a lien to secure payment of any unpaid assessment, plus costs and reasonable attorney's fees, which lien shall encumber the Campsite against which the assessment has been made, and which notice shall be filed in the Court of Common Pleas of the 60th Judicial District, Pike County, PA. Every such lien may be foreclosed by equitable foreclosure or other appropriate writ or action pursuant to the Pennsylvania Rules of Civil Procedure at any time within five (5) years after the date on which the notice thereof shall have been filed. In addition to the remedy of lien foreclosure, the Association shall have the right to pursue any other remedy available by law or in equity for the collection of a debt for any unpaid assessments, interest, costs and reasonable attorney's fees against the delinquent Owner, as a personal obligation.

9.11 The Association shall upon demand at any time furnish a statement in writing signed by an officer of the Association certifying that the assessments on a specified Campsite have been paid or that certain assessments against any Campsite remain unpaid, as of the date thereof. A reasonable charge may be made by the Board for issuance of a certificate. The certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

9.12 The lien of any Mortgage or Judgment placed upon any Campsite for the purpose of financing acquisition thereof and recorded in accordance with the laws of the State of Pennsylvania, shall be, from the date of recordation, superior to any or all such liens provided for herein.

X. ANNEXATION

10.1 The Association may, from time to time and in its sole discretion, annex to the Development any other real property owned or to be acquired by the Association, which is contiguous or adjacent to or in the vicinity of the Development.

10.2 The Association shall effect such annexation by recording a Plat of the real property to be annexed and by indicating thereon that the property shown on said Plat is a part of Lake Adventure thereby declaring that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration. The Association may also record a Supplemental Declaration hereto which shall:

(a) describe the real property being annexed and designate the permissible uses thereof:

(b) set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Areas; and

(c) contain such other matters as shall be deemed necessary or appropriate.

10.3 Upon the recording of such Plat and Supplemental Declaration, if any, the annexed area shall become a part of the Development, as fully as if such area were part of the Development on the date of recording of this Declaration and thereafter the term "Development" as used herein shall include the annexed area.

XI. REVISION OF PLATS

Notwithstanding the provisions and conditions herein contained, the Association hereby reserves unto itself the right to relocate, open, or close streets or Roads shown on the Plats, and to revise, resubdivide and change the size, shape, dimensions and locations of Lots in the Development; and upon such relocation, opening or closing of streets or revision, resubdivision or changing of size, shape, dimensions and locations of Lots, the covenants, conditions, restrictions and reservations hereby imposed shall be applicable to the resulting Lots in lieu of the Lots as originally shown on said Plat prior to such revision, relocation or change, provided, however, that no Lot sold prior to such revision, relocation or change shall be deprived of a portion of the street or streets on which it bounds nor of access to such Lot from the streets or Roads in the Development.

XII. REMEDIES

12.1 The Association and all other persons to whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence continuation or violation of any provisions of this Declaration, and any court of competent jurisdiction in such action may award the successful party reasonable expenses in prosecuting such action, including attorney 's fees.

12.2 The Board may suspend all voting rights, if any, all rights to use the Association's Common Areas and all other rights or privileges of membership of any Owner for any period during which any Association assessment or other obligation

remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by any Owner not in good standing, unless the violation is the subject of a pending appeal to the Board.

12.3 The Association and its authorized representatives shall share an absolute right of entry and access upon any Campsite or Common Area for the purpose of enforcing the provisions of this Declaration.

12.4 Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

XIII. AMENDMENT

This Declaration may be amended by the affirmative vote of fifty-one percent (51%) of the total number of votes held by all members of the Association entitled to vote and the recording of an amendment to this Declaration duly executed by (a) the requisite number of such members required to effect such amendment; or (b) by the Association, in which case, such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of members to effect such Amendment, certified by the Secretary of the Association.

Proxy voting and absentee balloting on amendments, in a manner determined by the Board, is permissible. Proxy and absentee voting is reserved for the declaration, which includes any assessment. It cannot be used for the election of Board of Directors or any other circumstance.

XIV. MISCELLANEOUS

14.1 Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be in valid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

14.2 Paragraph captions in the Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.



BY-LAWS



REVISED BY-LAWS OF
LAKE ADVENTURE COMMUNITY ASSOCIATION, INC.
(ADOPTED 06/19/99)

ARTICLE I
Definitions.

The following terms as used in these By-laws shall be defined as follows, unless the context clearly indicates otherwise:

"Association" means the Lake Adventure Community Association, Inc., a Pennsylvania non-profit corporation.

"Board" means the Board of Directors of the Association elected pursuant to provisions of the Declaration and of these By-laws.

"By-laws" means the By-laws of the Association.

"Campsite" means any numbered Lot in the community designated on a Plat to be used in accordance herewith for camping purposes.

"Committee" means any group (composed of LACA members in good standing) appointed and/or approved by the Board of Directors, authorized to perform specific advisory duties for the benefit of the Board of Directors.

"Common Area" means any and all real property designated as such on a Plat and all real property acquired by the Association, or otherwise, together, in each instance, with all improvements which may be at any time constructed thereon, including, but not limited to, Roads, Utility Facilities, recreational and community facilities, lakes and parks.

"Declaration" means the First Amended and Restated Declaration of Restrictions, Covenants, etc., dated January 1, 1997, as the same may be amended or supplemented from time to time.

"Development" means all of the real property comprising LAKE ADVENTURE, as shown on the Plats recorded by Lake Adventure Inc. in the Recorder's Office and identified thereon as Plat Maps of Lake Adventure, including any real property annexed thereto as provided herein.

"Household" means one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than 3 adult persons, not so related, who, in each instance, regularly and customarily reside together in the same house or home as a principal residence.

"Improvement" means any building, structure, outbuilding, including storage sheds and garages, streets, Roads, driveways, parking areas, fences, retaining or other walls, decks, platforms, piers, patios, hedges, poles, antennae and any other structure, alteration to, or decoration of, real property of any type or kind.

"In Good Standing" shall mean an Owner who is in compliance with all Covenants, By-laws, and Rules and Regulations of the Association.

"Lake Adventure, Inc." refers to the original developer of the Development and declarant of the initial Declaration for the Community.

"Lot" means any numbered, named or lettered tract of real property with such boundaries as are shown on a Plat.

"Owner" means any person, or persons, who hold(s) fee simple title to any Campsite.

All benefits, obligations, restrictions or requirements imposed hereby upon an "Owner" shall also be imposed upon any person using or occupying any Campsite pursuant to a contract or other arrangement with any Owner, including the tenants, guests, agents, licensees or invitees of any person owning, using or occupying any Campsite.

"Plat" means a final subdivision map with respect to the Development, as recorded by Lake Adventure, Inc. in the Recorder's Office, including the Plat Plan of Units I to V of Lake Adventure, prepared by E. D'Appolonia Consulting Engineers, Inc. and revised by Robert E. Felker, Inc., surveyors, as recorded in the Recorder's Office in Map Book 14, Page 42. The term "Plats" shall mean all of the final subdivision maps of the Development, as recorded by Lake Adventure, Inc., from time to time identified thereon as Plat Maps of Lake Adventure, including any additions or revisions thereto.

"Platform" means a free standing surface used to accommodate approved structures.

"Recreational Vehicle" means a vehicular type unit initially designed and factory-manufactured as temporary living quarters for recreational, camping, or travel use (and licensed or permitted to travel on state highways by the Commonwealth of Pennsylvania), which either has its own motive power or is mounted on or drawn by another motor vehicle. Recreational Vehicles shall include:

(a) Travel Trailer: a vehicular unit, mounted on wheels, of such size or weight as not to require special highway movement permits when drawn by a motor vehicle, initially designed and constructed to provide temporary living quarters for recreational, camping, or travel use.

(b) Park Model: such other vehicular unit conforming to federal, state, and local regulations and in accordance with LACA Rules and Regulations.

(c) Truck Camper: a portable unit, initially designed to be loaded onto, or affixed to, the bed or chassis of a truck, constructed to provide temporary living quarters for recreational, camping or travel use;

(d) Motor Home: a vehicular unit built on a self-propelled motor vehicle chassis, initially designed to provide temporary living quarters for recreational, camping or travel use; and

(e) Camping Trailer: a vehicular unit mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle and unfold at the campsite and designed to provide temporary living quarters for recreational, camping or travel use; or

(f) Other: such other temporary living unit, vehicular or otherwise, as shall be approved by the Board.

"Road" means any and all of the real property designated, on a Plat, as a right of way for road purposes including any Improvements thereto.

"Tent" means a movable shelter made of canvas or other similar new material, supported by a pole or poles and designed and manufactured to provide temporary living quarters for recreational and camping use.

"Utility Facilities" means all property, real, personal or mixed acquired or constructed by the Association and used or useful in connection with providing water supply service, sanitary sewage collection and disposal service and electric service to Campsites within the Development, or providing such other services as shall be determined by the Association to be useful or necessary to Campsites or the Development.

ARTICLE II

Association Membership.

Section 1. Every person identified as an "Owner" under Section 1.14 of the First Amended and Restated Declaration of Restrictions, Covenants, etc., shall, by reason of ownership, become a member of the Association.

Section 2. If not otherwise a member, each of the following persons shall be entitled to all rights and privileges of membership in the Association, other than the right to vote:

(a) The spouse and children, or any other persons constituting the Household of an Owner; and

(b) Bonafide guests of an owner and lessees as to any Campsite.

Section 3. Members shall have access to use the Common Areas subject to provisions of the Declaration and subject to such rules and regulations as may be established by the Board.

Section 4. The Board may suspend the voting rights, access to use Common Areas and all other rights of any member for:

(a) Any period during which any Association assessment or other obligation, as provided in the Declaration, remains unpaid;

(b) The period of any continuing violation by such member of provisions of the Declaration after the existence thereof shall have been declared by the Board; and

(c) A period to be determined by the Board, for repeated violations of the By-laws or of the Rules and Regulations of the Association; unless

(d) The violation is the subject of a pending appeal to the Board.

ARTICLE III Meetings of Members.

Section 1. Any meeting of the members of the Association shall be held in the State of Pennsylvania at such place therein as may be stated in the notice of such meeting.

Section 2. The annual meeting of the Association shall be held on a Saturday in May of each year.

Section 3. Special meetings of the Association may be called by the Board at any time in the manner herein provided. A special meeting may also be called upon the written petition of members of the Association holding at least twenty (20%) percent of

the votes entitled to be cast at such meeting. Such petition shall set forth the purpose of the special meeting.

Section 4. 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 called, shall be delivered not less than ten (10) days nor more than fifty (50) 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 have been delivered when deposited in the United States mail, addressed to the member at his 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 generally among members of the Association. At a special meeting, no business shall be conducted except that stated in the notice of said meeting.

Section 5. A quorum at either a special meeting or the annual meeting shall be members of the Association or authorized representatives thereof holding at least thirty (30%) percent of the votes entitled to be cast at such meeting in person or by proxy. The vote of 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 hereby, by the Declaration or by law.

Section 6. Every member entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such member or his duly authorized agent and filed with the Secretary of the Association. No such proxy shall be valid after the expiration of eleven (11) months from the date of its execution.

ARTICLE IV The Board of Directors.

Section 1.1. The Board shall:

- (a) Manage and control the affairs of the Association.
- (b) Designate a banking institution or institutions as depository for the Association's funds; and the officer or officers authorized to make withdrawals therefrom and to execute obligations on behalf of the Association.
- (c) Perform other acts the authority for which has been granted herein by the Declaration or by law, including the borrowing of money for Association purposes. 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

as security for such borrowings, and they may pledge or assign future revenues of the Association as security therefor.

(d) Enforce and cause the Association and its members to perform and to abide by provisions of the Declaration.

(e) Adopt such rules and regulations relating to use of Association property, and sanctions for noncompliance therewith, as it may deem reasonably necessary for the best interests of the Association and its members.

(f) Cause the Association to employ sufficient personnel to adequately perform the responsibilities of the Association.

(g) Adopt reasonable rules of order for the conduct of the meetings of the Association.

(h) Elect the officers of the Association. It may establish committees of the Association and appoint the members thereof. It may assign to such committees such responsibilities and duties not inconsistent with the provisions of the Declaration, these By-laws or with law as it may deem appropriate.

(i) The Board shall, prior to the annual meeting of the Association in each year, adopt an operating budget, as required by, and for the purposes set forth in, Section 9.3 of the Declaration, to be presented to the members at such annual meeting and, upon consideration of any other sources of income of the Association, establish and levy the annual assessment for the following year, in accordance with the Declaration.

Section 2. The Board shall consist of seven (7) directors.

Section 3. The directors shall serve for a term of three (3) years.

Section 4. (a) A director shall be at least twenty-one (21) years of age. Directors must be members in good standing.

(b) All newly elected Board Members, including those re-elected, will be subject to criminal background investigations, including, but not limited to the submission of their fingerprints. (Added by the Board of Directors May 26, 2001.)

Section 5. Election of Directors

(a) **Candidates:** Any member in good standing may file, with the Secretary of the Association, a written statement of his or her candidacy for election as a Director of the Association for the term beginning immediately following the Annual

Meeting of the Association. The nomination may be filed any time after March 1, and before April 2. The Secretary of the Association shall certify the candidate to be a member in good standing. No member who has been convicted of a felony shall be eligible to be a candidate for, or to sit on the Board of Directors of the Association. (Amended by the Board of Directors, September 16, 2000.)

(b) **Ballots:** Election of Directors shall be by written mail ballot only as hereinafter provided. In all elections of Directors, one owner per lot who is a member in good standing is entitled to one vote, multiplied by the number of Directors to be elected. Cumulative voting shall not be permitted. The person or persons receiving the largest number of votes shall be elected to the vacant position or positions.

(c) These ballots shall set forth the names of those persons who have become candidates for the office of Director in the order in which they filed their statement of candidacy with the Secretary of the Association.

(d) Such ballot shall be prepared and mailed by the Secretary to each member at least four (4) weeks prior to the Annual Meeting of the Association.

(e) Each member entitled to vote shall receive one (1) ballot for each lot. In case of multiple ownership, the ballot shall be mailed to the address of record on file.

(f) The completed ballots shall be returned as follows:

(1) Each ballot shall be placed in a sealed envelope marked "ballot", and not marked in any other way.

(2) 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 (1) ballot in any one "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 lot number and such other information as the Board may determine will serve to establish his right to cast a vote or votes presented in the ballot contained therein.

(3) The ballots shall be received by the Secretary of the Association at such address and at such time as the Board may determine but no later than the close of business on the day prior to the Annual Meeting.

(4) The returns shall be kept in a safe or other locked place, unopened, until the count and tabulation.

(g) **Counting and Tabulation:** The sealed external envelopes containing the "ballot" envelope shall be turned over to the Secretary of the Association at the date and time affixed by the Board for the counting of such ballots. The Secretary of the Association shall certify, from a list of all members of the Association, those members in good standing as defined in these By-laws, as of the date preceding the Annual Meeting. The list shall be comprised of those members entitled to vote. The return identification must match the name and lot number on the list. Any returns that cannot be certified as members in good standing shall be disqualified; the envelope will remain unopened.

(h) The Election Committee shall consist of the Secretary and a minimum of two other members appointed by the Board. A representative of each candidate for the office of Director may also be present to observe, but shall not serve on the committee.

(i) The Election Committee shall count and tabulate the votes in such a manner that the vote of any member shall not be disclosed to anyone, including the Election Committee. The external envelopes, after certification, will be opened and the "ballot" envelope removed. All qualified external envelopes must be opened and separated from the unopened "ballot" envelopes before the Election Committee proceeds to open the "ballot" envelopes.

(j) If any "ballot" envelope is found to contain more than one (1) ballot, all ballots contained in such envelope shall be disqualified. The Election Committee will then proceed to tabulate the votes. If any ballot contains more than the maximum votes permitted, the ballot will be disqualified. The Election Committee shall certify the results of the count.

(k) All outside envelopes, ballots, certification lists and statements of candidacy shall be retained by the Secretary for a period of one (1) year.

(l) At the Annual Meeting, the names of the newly elected or reelected Directors shall be announced. The term of the Director(s) so elected shall commence immediately following such Annual Meeting.

(m) Proxy and absentee ballots are not permitted for election to the Board of Directors.

Section 6. The Board shall meet at such intervals as it shall determine, from time to time. Special meetings of the Board may be called 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 a special meeting may be given in writing or orally at least twenty-four (24) hours prior to the date of said special meeting, or notice thereof may be waived by the directors in writing. 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 meeting of the Board shall be given.

Section 7. Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting if authorized in a written consent signed by all of the directors who would be entitled to vote upon said action at a meeting, and filed with the Secretary of the Association.

Section 8. A majority of the directors shall constitute a quorum to transact business of the Board, and the act of the majority of the directors present at any meeting shall be deemed to be the act of the Board.

Section 9. If any vacancy exists on the Board, such vacancy shall be filled by the remaining directors even though those remaining directors might be less than a quorum. Any person so elected a director shall serve out the unexpired term of the director whom he has replaced.

Section 10. Removal of Members of the Board of Directors. Members of the Board of Directors can be removed for good cause. Good cause shall include, but not be limited to, the following:

(a) A member missing two (2) meetings in a row or three (3) meetings over the course of a year. This would constitute automatic removal from the Board of Directors. The only exception to the foregoing shall be Emergency related excuses, at the Board's discretion, which are submitted to the Board of Directors no later than ten (10) days from any missed meeting. Such excuses shall not qualify unless accepted by the Board of Directors. The Board will act upon any excuses submitted in writing at the next Board meeting subsequent to the submission of the written excuse at which a quorum is present.

(b) A member not in good standing.

Removal would be followed up by notification from the Secretary of the Board of Directors.

ARTICLE V The Officers.

Section 1. The officers of the Association shall be the President, the Vice-President, the Secretary, the Treasurer and such other officers and assistant officers as the Board may from time to time elect. Officers shall service at the will of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. The President shall be the general managerial officer of the Association, except as otherwise determined by the Board, and he shall be vested with the powers and duties generally incident to the office of President of a not-for-profit corporation, except as otherwise determined by the Board, or as may be otherwise set forth in these By-laws.

The President shall be required to cast the deciding vote in case of a tie, except in those situations where it is reasonable to believe that additional information is required to make an informed decision.

Section 3. The Vice-President is responsible for overseeing the efficient operation of the Association's functional departments. In the absence of the President, or in the event of his inability or refusal to act, the Vice-President is empowered to act and shall thereupon be vested with the powers and duties of the President.

Section 4. The Secretary of the Association shall keep the minutes of the business and other matters transacted at the meetings of the members and of the Board. He shall mail, or cause to be mailed, all notices required under the By-laws. He is responsible for the safekeeping of the corporate seal and records and the maintenance of a list of the members and their addresses and perform all other duties incident to the office of Secretary.

Section 5. The Treasurer shall oversee the custody of the funds of the Association, collection of monies due, payment of obligations of the Association out of its funds, and perform such other duties as are incident to the office of Treasurer. The Board may require that the Treasurer be bonded for such amount and under such conditions as the Board may require, the cost of any such bond to be paid by the Association.

Section 6. Any officers may be removed at any time at the discretion of the Board.

ARTICLE VI Committees.

Section 1. The standing committees of the Association shall be any committees as shall be established from time to time by the Board.

Unless otherwise provided herein or by the Board, each committee shall consist of a Chairman and two or more members and shall include a member of the Board as liaison. Appointments of liaisons to committees shall be made annually following each annual meeting of the members of the Association to serve until the next annual meeting.

Section 2. All members of any committee shall be members of the Association in good standing.

Section 3. Committee members shall serve at the pleasure of the Board and may be removed or replaced at any time at the discretion of the Board.

Section 4. Each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 5. Any group consisting of two (2) or more Association members in good standing may petition the Board for approval of the establishment of any other committee they may feel would enhance or improve the Association and its membership.

ARTICLE VII Books and Papers.

Section 1. Under Pennsylvania nonprofit law, a member's right to inspect corporate records is limited to those books and records of account, minutes, and membership lists that are relevant to a proper purpose and does not include confidential, privileged, or private information. Executive or "closed" session minutes typically involve matters such as: Personnel issues and employment matters, Pending or potential litigation, Delinquent assessment collections and Member's discipline and compliance matters. These topics are confidential by nature and may contain sensitive personal and financial information about employees and fellow members. Disclosure could violate privacy rights and legal privileges, and for this reason, closed session minutes are not available for general membership inspection. *Please note that if a specific portion of a closed session record directly pertains to you and does not compromise other confidential matters, the Board may review and consider a narrowly tailored disclosure with appropriate redactions.

In addition, under our Association's policies and 15 Pa.C.S. § 5508(b), any request to inspect permitted records must:

- Be made in writing;
- Include the member's name, property address, and lot number;
- State a proper purpose for the inspection;
- Be notarized; and
- Be made by a member in good standing.

Nothing herein is intended to restrict a member's rights as provided under applicable Pennsylvania law.

(Amended BOD August 2025)

Section 2. When permitted, inspection is arranged by appointment at the Association office, with a Board member or designated representative present. A reasonable fee may be charged for copies of permitted documents.

Section 3. If you wish to review any open session Board minutes, those are already available on our website and may also be reviewed at the Association office by appointment.

ARTICLE VIII Corporate Seal.

The Association shall have a Corporate Seal in the form adopted by the Board of Directors.

ARTICLE IX Amendments.

Section 1. These By-laws may be amended by a majority vote of the Board, subject to applicable law; provided that any matter governed by the Declaration may not be amended except as provided in said Declaration.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Declaration shall control.

ARTICLE X Declaration Incorporated by Reference.

The Declaration, in its entirety and not only to the extent specifically referred to in these By-laws, is hereby incorporated into and made a part of these By-laws of the Association.