

# **By-laws of**

## **Penn Wood Association, Inc.**

### **Definition**

Penn Wood Association, Inc. is a nonprofit corporation chartered in the state of Pennsylvania, the membership of which is made up of property owners in the Penn Wood Development which compromises all that tract of land owned by Anna K. Coutts described in Pike County deed book 109 at page 365, and including 0.64 acres purchased by Anna K. Coutts from Eugene and Anastasia Matyas described in Pike County deed book page 84, and excluding 2.23 acres sold by Anna K. Coutts to Richard Stroecker described in Pike County deed book 195 at page 614, and further excluding 0.46 acres sold by Anna K. Coutts to Walter P. Bruch described in Pike County deed book 147 at page 344.

### **Preamble**

To establish and perpetuate community life in Penn Wood and to facilitate cooperation among property owners. To unite in common organization the property owners of Penn Wood.

1.01 **Eligibility of Members: Powers.** All individuals who are owners of record of lots in the Penn Wood Development shall be eligible for membership in the Association. The members shall have all the powers, rights and duties accorded by law to members of nonprofit corporations.

1.02 **Rights Transferable.** Membership in the Association shall terminate upon the sale, forfeiture or other disposition of the member's entire interest in his or her lot or lots in the Penn Wood Development, and the succeeding owners of record of said lot or lots shall be entitled to exercise the same rights of membership as the immediate predecessor in title was entitled to exercise

1.03 **Representation of Members.** The rights of each member may be exercised by a duly authorized representative who is at least eighteen (18) years of age and a member of the member's of immediate family.

1.04 **Meetings.** The annual meeting of members of the Association shall be held during the Labor Day weekend each year, or as such other time as may be designated by the Executive Committee. There shall also be a regular meeting of members of the Association during Memorial Day weekend, or at such time as may be designated by the Executive Committee. The President of the Association may at any time call a special meeting of the members of the Association, and he or she is required to do so upon request of five members.

**1.05 Notice of Meetings.** Written notice of each meeting of the members of the Association shall be mailed at least 15 days prior to the meeting to each member's mailing address appearing in the records of the Secretary of the Association. Notice to any member may be waived by him or her in writing before or after any meeting. When notice is given by mail, the notice shall be deemed to have been given on the date of such mailing.

Such notice shall specify the date, hour and a place of the meeting and shall, in the case of a special meeting, specify the nature of the business to be transacted. Prior to the annual meeting, said notice thereof shall, in addition, contain a proposed budget for the ensuing fiscal year as prepared by the Executive Committee, the proposed assessment of each member, and a list of candidates selected by the nominating committee for election to those offices being vacated at the time of the annual meeting.

**1.06 Quorum.** The presence in person or proxy of not less than one half of the members entitled to vote shall constitute a quorum.

**1.07 Voting.** Each member shall be entitled to vote on any matter according to the type of lot he/she owns. The two types of lots are developed and undeveloped. An owner of a developed lot shall have one full vote for that lot provided all dues and fees are paid at least seven days prior to the ballot. An owner of an undeveloped lot shall have one half (1/2) of a vote for that lot provided all dues and fees are paid in full at least seven days prior to the ballot.

No developed lot owner shall be entitled to more than one (1) vote. When there is more than one owner of record on any lot, the recorded owners shall arrange between themselves who will cast the vote. The Secretary must be notified before the meeting who will cast the vote. A fractional vote will not be accepted for any multiple owner lot.

The manner of voting shall be by voice, roll call or mail. This manner will be determined by the President in consent with the Executive Committee.

Any member who is delinquent in payment of dues and fees as defined by paragraph 1.09 will not be entitled to vote until delinquent payments are made in full. Delinquent payments are expected at least seven days prior to any scheduled meeting or vote. Only the President can determine if the ballot will be accepted when all dues and fees are paid after the seven day limit but prior to any scheduled meeting or vote.

Any matter other than by-law changes will require a simple majority including proxies to pass. Any by-law change will require a 66 2/3% majority of all votes including proxies and those present to pass.

A proxy vote may be given to any member in good standing so designated by any other member when that member is unable to cast his/her vote. The person designated to vote for the first member may vote on all motions brought to the floor of the meeting.

**1.08 Organization of meetings.** At every meeting of the members, the President or in his or her absence the Vice president, or in the absence of both the President and the Vice president a Chairperson chosen by the majority of the members present and entitled to vote, shall act as Chairperson of the meeting. The Secretary, or in his or her absence, a person appointed by the Chairperson, shall act as secretary of the meeting.

**1.09 Dues and assessments.** Proposed annual dues of the members shall be made by the Executive Committee and shall be submitted to the members at the annual meeting for their approval and, as approved, each member's dues shall become payable and due April 1.

Owners of undeveloped lots who do not own homes at Penn Wood shall pay at an annual rate which shall be fifty percent of the dues and assessments levied against home owners. No member must pay multiple dues and assessments if he or she owns more than one lot.

Any member who is delinquent in the payment of his or her dues on April 1 shall be assessed a late fee of 1 1/4% per month, or 15% per annum, and shall be prohibited from using the Association's docks, floats, and all other facilities until the delinquent payments are made.

**1.10 Rules and Regulations.** The rules and regulations of Penn Wood Association will govern the use of the common properties and facilities, and the personal conduct of any member, or guest of the member. Any violation will be dealt with according to these regulations.

**1.11 Noise Control and Abatement.**

a. The property owners of Penn Wood have a right to, and will be ensured of an environment free from any noise which jeopardizes their health or welfare or degrades the quality of life.

b Noise pollution means any vibration, sound or sounds of such intensity, magnitude, frequency, duration or character, as to be injurious or tends to be injurious to human health or safety or public welfare, or as to damage or tend to damage personal or real property, or as to substantially interfere with the comfortable enjoyment of life or property.

As adopted from Article 1, sections 101 and 102 Pennsylvania Noise Control and Abatement Act (up to \$1,000 fine) which will be enforced by Penn Wood Association, Inc.

c. Curfew -- Common grounds are not to be used after midnight, except for Community sponsored activities or attendance by a property owner

1.12 Dumping. Dumping in Penn Wood by contractors or property owners is strictly prohibited. All bulk material can be picked up at nominal cost to property owner by the refuse collector on a personal contract basis.

1.13 Littering. No person is allowed to dispose of waste paper, glass, metal, household waste, debris or any dangerous or detrimental substance on any road or property in Penn Wood, Penn Wood penalty: \$50 dollars or: enforcement of Chapter 65, under which the District Magistrate will establish and levy fines.

## Article II

### Officers

2.01 Number and Qualifications. The officers of the Association shall be a President, a Vice president, a Secretary, a Treasurer, a Road Supervisor, a Beach and Dock Supervisor, and a Water System Supervisor. Each supervisor shall appoint an assistant who will assist the supervisor and to act in the supervisor's absence. All officers and assistants shall be members of the Association.

2.02 Election and Term of Office. The officers of the Association shall be elected by the voting membership of the Association at the annual meeting of the members. The President, Vice president, Beach and Dock Supervisor and Water Supervisor shall be elected in the even numbered years, and the Secretary, Treasurer and Road Supervisor shall be elected in odd numbered years. Except in the case of an officer chosen to fill an unexpired term, each officer shall, unless he or she shall sooner die, resign, or otherwise be removed, hold office for two years or until a successor shall be duly chosen and qualified. The Executive Committee may at any time fill for an unexpired term a vacancy in any office.

2.03 The President. The President shall have general supervision over the business and operations of the Association, subject, however, to the control of the Executive Committee. The President shall sign, execute and acknowledge, in the name of the Association, instruments authorized by the Executive Committee, except in the case where signing and execution thereof shall be expressly delegated by the Executive Committee or these by-laws to some other officer or agent of the Association; shall have the power to appoint committees, as set forth in paragraph 3. 07 of these by-laws; and, in general, shall perform all duties as from time to time be assigned by the Executive Committee.

2.04 The Vice-president. The Vice president, in the absence or disability of the President, or when so directed by the President, may perform any or all the duties of the President, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President; and, in general, shall perform all duties as from time to time may be assigned by the Executive Committee. The Vice president also shall be the President elect and shall after serving for two years, assume the office of President, subject to the approval of the membership at the annual meeting. The Vice president also shall serve as

convener of the Community Development Committee and shall report recommendations of that Committee to the Executive Committee each year prior to the annual meeting.

**2.05 The Recording Secretary.** The Secretary shall report the results of all votes and the minutes of meetings of the members and of the Executive Committee in the book or books kept for that purpose; and shall send a copy of the minutes of each meeting of the Association's membership to each member no later than 30 days after such meeting; shall see that the records and reports are properly kept and filed by the Association as required by law; shall be the custodian of the seal of the Corporation and see that it is affixed to all documents to be executed on behalf of the Corporation under its seal; and, in general, shall perform such other duties as may be assigned by the Executive Committee or the President.

**2.06 Financial Secretary.** The Financial Secretary shall prepare and distribute all bills to members for all dues and assessments. The financial secretary will be responsible for notifying members of late bills and will be in continuous contact with the Treasurer. In general will perform such other duties as may be assigned by the Executive Committee or the President.

**2.07 The Treasurer.** The Treasurer shall have or provide for the custody of the funds and other property of the Association and shall keep proper books of account; shall collect and receive or provide for the collection and receipt of any moneys in any manner due to the Association; shall deposit all funds in the Treasurer's custody in such banks or other places of deposit as the Executive Committee may from time to time designate; and shall, whenever so required by the Executive Committee, render an account showing financial transactions, and the financial conditions of the corporation. Also, at least thirty days prior to the annual Fall meeting of the members, the Treasurer shall submit the Association's budget for the following year to the Executive Committee. The Treasurer also, in general, shall perform such other duties as may be assigned by the Executive Committee or the President.

**2.08 The Road Supervisor.** The Road Supervisor shall have general supervision over the use, maintenance, development and repair of roads, paths, trails and byways within the Penn Wood Development, and, to the extent necessary, outside the development, and shall have the power to perform all duties incident to the office of Road Supervisor and such other duties as from time to time may be assigned by the Executive Committee or the President.

**2.09 The Beach and Dock Supervisor.** The Beach and Dock Supervisor shall have general supervision over the use, maintenance, development and repair of the beach and dock facilities within the Penn Wood development, and shall have the power to perform all duties incident to the office of Beach and Dock Supervisor and such other duties as from time to time may be assigned by the Executive Committee or the President

**2.10 Water System Supervisor.** The Water System Supervisor shall oversee maintenance of the water system, to include well and storage houses, pumps, valves, tanks, piping and pressure. Contact appropriate servicemen when necessary. Monitor monthly water test and report on any not meeting state requirements. This supervisor shall be elected on even years for a two-year term.

**2.11** The immediate past President of the Association shall serve as an ex officio member of the Executive Committee but will not be a voting member of the committee. The purpose of the immediate past President serving on the Executive Committee is to assure that there is continuity from one administration to another.

**2.12 Additional Officers and Agents.** Additional officers and agents may be appointed by the Executive Committee, and shall have the authorization to perform such duties as the Executive Committee made from time to time determine.

**2.13 Resignation.** Any officer may resign at any time by giving written notice to the Secretary of the Association. Such resignations shall take effect on the date of the receipt of such notice or at any time later specified therein; and unless otherwise specified in therein, the acceptance of such resignation shall not be necessary to make it effective.

**2.14 Removal of Officers.** Any officer or agent of the Association may be removed by a majority of the members entitled to vote who are present at an annual, regular or special meeting.

**2.15 Continuity.** Each officer and supervisor is obligated to adequately inform their successor of the duties involved.

### Article III

#### Executive Committee

**3.01 General Powers.** The Executive Committee shall have the full power to conduct manage and direct the operations and affairs of the Association.

**3.02 Number and Qualifications.** The Executive Committee shall consist of the elected officers of the association.

**3.03 Meetings.** A regular meeting of the Executive Committee shall be held immediately after each annual meeting and each regular meeting of the members. Special meetings of the Executive Committee can be held at any time at the discretion of the President of the Association and must be held at the request of any two members of the committee.

The President of the Association shall chair the Executive Committee meetings if present. In his absence, a Chairperson shall be elected by a majority of the committee present.

**3.04 Notice of Meetings.** At least ten days prior to the regular meetings and five days prior to the special meetings of the Executive Committee, written notice shall be sent or given to each committee member. Such notice shall specify the day, hour and place of the meetings and shall, in the case of special meetings, specify the nature of the business to be transacted. When notice is given by mail, the notice shall be deemed to have been given on the date of the mailing. Notice to any member of the Executive Committee may be waived by him or her in writing before or after the meeting.

**3.05 Quorum.** The presence in person of not less than three or a majority of the committee members then in office, whichever is less, shall constitute a quorum

**3.06 Action by Consent.** If all of the members of the Executive Committee shall severally or collectively consent in writing to any action to be taken by the Association, such action shall be a valid Association action as though it had been authorized at a meeting of the Executive Committee.

**3.07 Remuneration.** Members of the Executive Committee shall receive no remuneration for their services.

## Article IV

### Other committees

**4.01 Temporary Committees.** The Executive Committee or the President (subject to the control of the Executive Committee) may at any time and from time to time severally appoint one or more committees consisting of officers or others (including nonmembers) to perform such duties and make such investigations and reports as the Executive Committee by resolution or the President, respectively, shall determine. Such committee(s) shall remain in existence only as long as required to fulfill their mission. They shall determine their own organization and times and places of meeting unless otherwise directed by resolution of the Executive Committee or, where the President appoints such committees, by the President.

**4.02 Permanent Committees.** Certain continuing requirements of the Association shall from time to time require the formation of permanent committees, such committees being proposed by resolution of the Executive Committee and a description of the composition and duties of such committees added to these by-laws at the discretion of the Association's membership (see Paragraph 8.01). The President shall (subject to the control of the Executive Committee) at each annual meeting appoint a chairperson for each of the following permanent committees, said appointments being for the duration of the succeeding twelve-month period.

**4.03 Community Development Committee.** This committee, composed of at least six Association members, is responsible for developing and updating a master plan and for making recommendations to the Association which will lead to a sound, orderly growth of

the Penn Wood Development. The committee will further be responsible for monitoring the actions and coordinating joint efforts with the Lake Wallenpaupack Watershed Ecological Association and other organizations both local and regional with similar goals. The protection and preservation of the natural beauty of our community is the primary purpose of this committee.

**4.04 Environmental Preservation Committee.** This committee, composed of at least two Association members, is responsible for monitoring the actions of and coordinating joint efforts of the Lake Wallenpaupack Watershed Ecological Association and other local and regional organizations with similar goals; and shall advise the association's membership as to how they can individually and collectively act to preserve and protect the natural beauty of Lake Wallenpaupack and its surroundings.

**4.05 Welcoming Committee.** This committee, composed of at least two (2) Association members, is responsible for obtaining the names and addresses of new lot owners in the Penn Wood Development at the earliest opportunity and for contacting said new lot owners in person or by mail with all possible haste for the purpose of welcoming them to the development and explaining the Association to them. Also responsible to give new owners a copy of: by-laws of Association, Rights and Protective Restrictions to be included in Deeds of Penn Wood Development, Supplemental Protective Restrictions for Penn Wood Development, Penn Wood Association Rules and Regulations, Address list of Owners, and Penn Wood map.

**4.06 Social Committee.** This committee composed of at least two Association members, is responsible for planning, scheduling and carrying out social events designed to appeal to a maximum number of the Association members and their families, the purpose of said social events being to promote harmony, fellowship and unity among members of the association. It shall be the responsibility of this committee to function within the funds allocated for any such events and to be personally responsible for the expenditures in excess of them.

**4.07 Nominating Committee.** This committee will be composed of a chairperson appointed by the President and two other members in good standing agreed upon by the President and the chairperson. The committee is responsible for preparing a slate of officers at least 30 days before the annual meeting of the Association. The nominating Committee shall nominate candidates for those officers whose terms are expiring. All candidates consent will be obtained by the committee prior to placing the name in nomination. Nominations must be presented to the members at least fifteen (15) days prior to the election. At the annual meeting any member of the Association eligible to vote may nominate a candidate for any or each office that is due to be vacated.

**4.08 By-laws Committee.** The committee will be composed of a chairperson appointed by the President. As needed, at least one other member in good standing will recommend any changes needed in the by laws. The chairperson is responsible for monitoring the association business to assure that there is compliance with the by-laws.



## Article V

### Contracts, Deposits, Borrowing, Real Estate, Etc..

**5.01 Contracts, Etc.** No officer or officers, the agent or agents of the Association shall have any power or authority to bind the Association by any contract or engagement to borrow money, to issue or endorse negotiable or other paper in its name, to pledge its credit, to mortgage, pledge, hypothecate or transfer its real or personal property, or to render it liable pecuniarily for any purpose or to any amount, except within the scope and to the extent of the scope and to the extent of the authority delegated here in, or by resolution of the Executive Committee. Each officer shall be personally liable for any expenditure made in excess of his budget unless the expenditure is authorized by the Executive Committee.

**5.02 Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Executive Committee may approve or designate, and such funds may be drawn only upon checks or other instruments signed by the President and the Treasurer, provided that checks or other instruments withdrawing less than \$5,000.00 may be signed by the President or the Treasurer.

**5.03 Borrowing and Acquisition and Disposition of Real Estate.** The Association may not borrow money or purchase, sell, lease or make other disposition of real estate, unless the approval of two-thirds of the members entitled to vote who are present in person or by proxy at any meeting has been obtained, and providing that written notice of the purpose of the meeting shall have been submitted to the members at least 15 days prior to the meeting.

**5.04 Annual Financial Report.** The annual financial statement for the year ended August 31 may be presented at the annual meeting or mailed to members at a later date. If the Executive Committee so directs, the account of the Association shall be audited at the end of each fiscal year by an independent accountant selected by the Executive Committee.

**5.05** All buildings shall be governed by the existing and supplemental restrictions as approved by the community development committee.

## Article VI

### Seal

**6.01 Where Kept and When Used.** The corporate seal shall be kept by the Secretary at the office of the Association. All contracts and other papers requiring the seal and

bearing the signature of an authorized officer or authorized officers may be sealed and attested by the Secretary.

## **Article VII**

### **Dissolution**

**7.01 Distribution of Assets.** If the Association shall be dissolved in accordance with the applicable provisions of law, the assets of the Association shall be distributed equally among members thereof, provided that in the case of any single lot in the Penn Wood Development which is owned by more than one person, such persons together shall be entitled to the share of one member for this purpose.

## **Article VIII**

### **Amendments**

**8.01 Voting and Notice.** These by-laws may be amended, altered or repealed by a vote of two-thirds of the members entitled to vote who are present or by proxy at any meeting, provided that the proposed changes have been submitted in writing to the members at least fifteen (15) days prior to the meeting.

## **Penn Wood Association Rules and Regulations**

Our increasing population requires a set of rules and the more clearly defined use of the lake front for mutual convenience and safety. We therefore request your observance of the following rules:

Rule #1. The boat dock is reserved for the full use of persons renting slips. No other boats may be moored to this dock. The front of the boat dock is for immediate loading and unloading. While this dock is not "off limits" to others, please remember that full courtesy and consideration must be given to those who rent slips. Swimming and scuba diving are specifically prohibited around the boat docks.

Also see Dock Rules and Regulations for more information.

Rule #2. The swimming dock and swimming area are for the exclusive use of the bathers. No boats are to use this area.

Rule #3. Swimmers are urged not to swim to the boat docks. This act places undue stress on the boatmen and creates an extremely hazardous situation for the swimmer.

Rule #4. Owners of pets are to keep such pets under control at all times, and pets are specifically prohibited from being on the beach at any time.

Rule #5. Roads. Motorized vehicles are to observe a safe and reasonable speed on all roads (15 miles per hour).

Rule #6. Boats. Boats must maintain a slow, minimum height swell speed when operated within one hundred feet of:

- a. The shoreline
- b. Floats
- c. Docks
- d. Launching ramps
- e. Swimmers
- f. Anchored, moored or drifting boats
- g. Or in areas marked with "Slow - No Wake" buoys

Rule #7. Hunting. No hunting or firing of guns allowed in Penn Wood Development.

**Rule #8. Do not cut down any trees on Community Property (May 1987)**

**Rule #9. Open burning is not allowed in Penn Wood. (September 1987)**

**Rule #10 Any live tree over four inches in diameter which is cut down and/or removed for reasons other than a hazardous conditions without prior approval from the Community Development Committee will mandate a \$100 fine per tree. (September 1988)**

**Rule #11 The beach trash facilities are for beach and boat use only and not for household trash. (May 1974)**

**Rule #12 Children under 13 years of age are not allowed on the beach or dock area unless under supervision of parent or other adult. The adult supervisor must be 16 years of age or older.**

**Rule #13 Water system**

**a. The association is responsible for the well, well House and the main. All other is the property owners responsibility, including the valve.**

**b. All property owners must identify the location of the shutoff valve on their property. If it becomes necessary to repair the system on the homeowner's property, the water commissioner shall be authorized, after reasonable attempts to contact the homeowner, to restore water flow at the homeowner's expense.**

**Rule #14 RV Regulations**

**a. A RV shall be defined to include any motorized vehicle, not registered for usage on public roads. RV's include, but are not limited to golf carts, mopeds, all terrain vehicles, and snowmobiles. No person under the age of fourteen (14) will be permitted to operate a RV on Penn Wood property. Persons between age of 14 and 16 may operate a RV, but must have a current Penn Wood ID. (Provision will be made to allow for guests of Penn Wood members if they are fourteen or older). Any RV operated in Penn Wood must have a Penn Wood registration sticker prominently displayed on the front and rear of the vehicle. In order to obtain the registration sticker, each owner of a RV must show proof of liability coverage annually (\$100,000-\$300,000).**

**The financial secretary will issue stickers and ID's and maintain a list of all registered operators and vehicles and copies of insurance coverage as provided by the RV owners. The list of owners and operators will be made available to all members.**

**b. All Penn Wood residents must comply with existing RV registration and insurance provisions. Failure to comply will result in the levy of a \$50 fine with an additional \$50 added after each 60 day period.**

**Rule #15. Building Requirements. For owners building a new home, addition, garage or a shed with a slab, a \$1000.00 bond or cash deposit is required. (May 1991)**

**Also see Building Requirements in "Supplemental Protective Restrictions for Pennwood Development".**

**Rule #16. Any renter at Pennwood is to receive a copy of the Rules and Regulations, provided by the owner or his/her designee. (September 1997)**

**These rules are intended to insure the most enjoyable use of the lake front for all residents of Penn Wood. Please cooperate.**

# **Penn Wood Dock And Rules and Regulations**

## **1.0 Purpose and Conditions**

1.0 These rules and regulations are intended to protect the rights of slip owners and to define the responsibilities of all parties involved in Penn Wood docks.

1.1 The Penn Wood Constitution and Bylaws will take precedence over these rules.

1.2 Any rules or regulations of Pennsylvania Power and Light will also take precedence over these rules.

## **2.0 Dockmaster and Committee**

2.1 A Dockmaster will be chosen in accordance with the bylaws of the association.

2.2 Dock Captains and an assistant dockmaster will be appointed by the Dockmaster and will form a committee to be responsible for the maintenance of the docks and the resolution/arbitration of slip owners' problems. There will be one captain from each dock regardless of the number of slips on that dock.

### **2.3 Dock Committee**

2.3.1 Dock Committee shall meet once a month starting in April and ending in September. Meetings may also be called at the discretion of the Dockmaster. Business may be conducted through the mails or on the telephone with binding votes, but the results must be documented.

2.3.2 The committee will determine who takes the docks in and out each year. Consideration should be given to the contractor who can put them in the earliest and take them out the latest. They will also be responsible for obtaining any vendors for work that cannot be done by the slip owners.

2.3.3 The dock committee will be responsible for arbitrating any dispute or special request made by slip owners which are not covered specifically by these rules or bylaws.

## **3.0 Slip Owners (Owners of Slip Rights)**

**10.4** The slip location for each new owner will be determined by the dock committee using the guidelines in the section on slip assignment. This may not necessarily be on the new dock.

**10.5** The new slip owner will be charged, in addition to the above costs, the normal yearly maintenance fee.

#### **11.0 Seniority**

**11.1** The seniority list will be maintained by the dock committee to be used on occasions of determining slip assignments as required under these rules.

#### **12.0 Boat Size**

**12.1** Maximum boat length shall not be greater there 24 ' 0" (Twenty four feet).

**12.2** Maximum boat width shall not be greater than 8 ' 6" (Eight foot Six inches).

## **Supplemental Protective Restrictions For Penn Wood Development (Building Requirements)**

- 1. The minimum interior floor area to be enclosed by any dwelling erected on the lot shall be: 24 feet by 32 feet or 868 square feet for single story buildings; and 24 feet by 24 feet or 576 square feet for multistory buildings.**
- 2. The exterior material of any building erected on the lot shall be of a natural appearance, as to blend with the natural environment such as wood siding in the earth tones, brown, green and red range, logs, stone and brick. Natural exterior wall materials such as cedar and redwood are preferred and any substitution of synthetic wall material must be approved by the Community Development Committee. Roofs may be of composition shingles, provided that the colors are selected from the natural ranges previously described.**
- 3. One permanent detached shed may be erected on the lot, provided that it is at least 100 hundred square feet in floor area, is constructed of natural exterior materials in harmony with the dwelling, and is located behind the front wall of the dwelling. No synthetic wall and/or metal sheds will be permitted.**
- 4. The exterior design and material of any garage or carport shall be in harmony with those of the dwelling. No detached carports will be permitted.**
- 5. The Owner shall be responsible to obtain all approvals, septic permits and building permits, and observe all applicable building codes, ordinances and laws.**
- 6. Live trees shall be preserved wherever possible, and shall not be removed unless interfering with the dwelling construction, septic location or driveway.**
- 7. Placement and orientation of the building and septic system on the lot shall be expressly reviewed and approved by the Community Development Committee.**



# **Rights and Protective Restrictions To Be Included In Deeds for Penn Wood Development Of**

**Anna K. Coutts**

In these rights and restrictions the following words shall have the following meanings:

**Seller:** Seller means the vendor, seller, grantor or transferor named in the annexed document, and includes the heirs, executors, administrators, successors and assigns of the purchaser;

**Purchaser:** purchaser herein means the purchaser, buyer, grantee or transferee named in the annexed document, and includes the heirs, executors, administrators, successors and assigns of the purchaser;

**Lot:** Lot means the premises referred to in the annexed document;

**Words:** The singular shall include the plural and vice versa; and the male shall include the female and neuter.

**TOGETHER WITH** unto the purchaser and his heirs and assigns, in common with the seller and her heirs and assigns forever:

1. The right to use the waters of Lake Wallenpaupack for boating, bathing and fishing.
2. The right of ingress, egress and regress on, over and across Cove Road, Cove Road Access, Penn Wood Drive, Point Road Access and Glen Access, and such other roads in the said development as may from time to time be opened by the seller and her heirs and assigns.

By accepting this document, the purchaser, for himself, his heirs, executors, administrators, successors and assigns, hereby covenants with the seller, her heirs, executors, administrators, successors and assigns, who shall purchase or otherwise acquire one or more lots in the development of which the lot hereby conveyed is a part, as follows:

1. No building existing or to be erected on the lot shall at any time be used for the purpose of any profession (except as hereinafter set forth), trade, employment, manufacture or business of any description, nor as a school, sanitorium, hospital, nursing home, nor as a hotel, apartment house, or place a public resort, nor for any sport or game other than such games as are customarily played in connection with the occupation of the private residence, nor shall the lot without a building be so used, nor shall anything be done on a lot of or in any building thereon which may be an annoyance or nuisance to the occupiers of neighboring lands. Provided, that the owner or occupant of the lot and the building thereon may use the premises for the private practice of medicine, law, dentistry,

architecture or engineering, subject, however, that to the exterior appearance of the structure used for such a limited professional purpose always remains that of a private dwelling or residence for one family and the number of practitioners shall be limited to one person who is the owner or lessee of the lot. If the premises or structure is used for a specific professional purpose permissible hereunder, only one sign, not exceeding six square feet including frame, limited to identifying the practitioner and his profession, shall be permitted to on the premises or any structure thereon.

2. Except as above provided the lot shall be used for private residential purposes only.

3. No building shall be erected on a lot of other than one private detached dwelling house, such dwelling house to be suitable for the use of and to be used by a single family only, and one garage attached to or detached from the dwelling house and suitable for not more than two cars. No basement or garage shall be use as a separate or sole residence. The lot shall not be subdivided for the purpose of evading the restriction limiting erection of one dwelling house and one garage upon the lot.

4. The lot may not at any time be cleared, excavated, graded or altered without first obtaining approval in writing from the seller, provided, however, that purchasers shall cut the brush on the lot and maintain the lot in a neat condition, and, if after July first in any year the lot in the opinion of the seller or her agent is untidy or unsightly, seller or her agent may clear or tidy the lot and charge reasonable costs of such work to the purchaser.

5. Before commencing construction of any improvements on the lot, or before commencing any outside alterations or additions to any building thereon, the purchaser shall obtain the seller's approval in writing of the plans, elevations and locations of such improvements and the septic sewage system, all as shown on a plot plan and the construction of any such improvements, such alterations and additions and the septic sewage system shall be carried out in strict conformity with such approved plans.

6. No tent, trailer, mobile home, barn, outbuilding, shack, shed, temporary building, outhouse, privy, chemical toilet or unsightly structure shall be permitted on the premises, nor shall the premises be used for garbage disposal, dump or junk yard.

7. No exterior of any building, nor any clearing, excavation or grading, shall be left in an unfinished state for a period longer than one year from the date construction is first begun, nor shall any house be occupied prior to completion of the exterior except with the prior consent of the seller.

8. A septic sewage system shall be installed of a standard and design and in a location approved by the seller and such system shall comply with the requirements of all local and state sanitary codes. The effluent from septic tanks shall not be permitted to discharge into any storm water sewer, open ditch, drain, stream, pond or lake, but shall be discharged only into an absorption field approved by the seller.

9. No poultry, livestock, pigs, horses, cattle, sheep or goats shall be kept or maintained on the premises and no kennels for dogs or cats shall be erected, used or maintained thereon.

10. No building shall be erected closer than ten feet to the sideline of the lot, nor closer than 35 feet from the center of any right of way adjoining the lot. In addition, the seller specifically reserves the right to approve or disapprove the location of all structures to be erected on the lot as provided in paragraph 5 hereof.

11. (a) No docks of any kind shall be constructed or maintained by the purchaser on the shoreline of Lake Wallenpaupack. Subject to the rights of the Pennsylvania Power and Light Company, its successors and assigns, the seller shall have the exclusive right to limit the number and designate the location of all docks in front of the development of which the lot hereby conveyed is a part. Purchaser agrees to pay his share of the expenses, as they are from time to time adjusted and billed by the seller, for the construction, repair, reconstruction and replacement of such docks and other common use facilities and the installation in the spring, removal in the fall and moving the docks when necessary.

(b) So long as the streets and roadways existing within the development remain private, and unless and until the same are specifically dedicated to any governmental body, which seller shall have the right to do without the permission of purchaser, seller reserves the right to control, maintain and repair said streets and roads. Purchaser agrees to contribute towards maintenance and repairs of said streets and roads in the amount as from time to time may be adjusted by the seller and billed to the purchaser for payment.

(c) The purchaser acknowledges that the water supply and distribution system is owned and operated by the seller agrees to pay (1) a tap on fee at the time any connection thereto is made and to arrange such connection only through the seller and (2) an annual water service and maintenance charge as determined by the seller from time to time.

(d) The seller reserves the right to sell, or assign for the maintenance and operation thereof, in whole or in part, the water supply system, road and street maintenance, construction, care and maintenance of docks, and the improvement of beach and common use the facilities, to a recognized Organization of Penn Wood property owners, or to any other group, company or corporation as the seller in her soul judgment may decide.

(e) In the event that the purchaser fails to pay to the seller such assessments, fees or charges for docks and common use facilities, roads and the water distribution system, as set forth in sub-paragraphs (a), (b) and (c) above, before May first in any year, and such default continues for thirty days, the amount due shall be, and is hereby declared to be a lien on purchaser's lot. Such assessments, fees or charges shall be due and payable from purchaser from the date he erects any improvements on his lot whether or not he actually makes use of said docks and common use facilities, roads and the water distribution

system, subject to the limitation that such purchaser shall only be charged for water if he has tapped on to the water distribution system.

12. The rights to the use of the roads, docks, common use facilities, and to enjoy the waters of Lake Wallpaupack herein-before mentioned in common with others having similar rights shall not be separately conveyed, encumbered, leased or licensed unless such rights accompany the conveyance, encumbrance, leasing or licensing of the lot herein described and conveyed by the seller, it being specifically understood and agreed that the aforesaid rights shall only run with the land.

13. The seller reserves for herself, her heirs, assigns, agents and nominees the right to install, erect, construct, maintain, repair and replace wires on poles, guys and supports attached thereto, conduits for electricity, telephone lines, TV aerial service wires, water pipes and lines, sewer pipes and lines, and gas pipes or lines in, on or over the said lot and adjacent roadways, exercising due care for said lot and any improvements thereon erected.

14. All persons using the roads, docks, common use facilities and the waters of Lake Wallenpaupack do so at their own risk and responsibility. The seller and her heirs and assigns assume no liability for any use or misuse thereof, nor any damage to person or property, and purchaser will indemnify and save harmless the seller from any and all claims, losses, damages or injuries growing out of such exercise.

The purchaser accepts this conveyance, subject to all the restrictions, reservations, covenants, conditions and agreements above set forth, which shall be deemed to be and are COVENANTS RUNNING WITH THE LAND. The purchaser covenants with the seller that the said purchaser will for ever faithfully observe, keep and perform the said several restrictions, reservations, covenants, conditions and agreements and each of them.

And if the said purchaser, or any person, firm or corporation claiming under him, shall at any time violate or attempt to violate, or shall omit to perform or observe any one of the foregoing restrictions, reservations, covenants, conditions and agreements, it shall be lawful for the seller, or for any person, firm or corporation owning a lot in this subdivision, which is subject to the same restrictions, reservations, covenants, conditions and agreements in respect to which the default is made, to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted.

EXCEPTING AND RESERVING out of and from the premises above described and herein conveyed unto the grantor, her heirs and assigns the portion of any private roadway lying within the bounds of the lot herein described and conveyed as a right of way for road and utility services.

The lot herein conveyed is a part of the same premises which Scranton-Lackawanna Trust Company, by its deed dated the 29th day of July, 1948, and recorded in the Office for the recording of Deeds in and for Pike County, Pennsylvania, in Deed Book Volume 109 at page 365, granted and conveyed unto George E. Coutts and the said Anna K. Coutts, his wife; the said George E. Coutts died on or about the 18th day of May, 1959, and title

thereupon vested in the said Anna K. Coutts, seller herein, as the surviving tenant by the entirety.

**BY-LAWS OF**  
**PENN WOOD ASSOCIATION, INC.**

**Definition**

Penn Wood Association, Inc. is a nonprofit corporation chartered in the State of Pennsylvania, the membership of which is made up of property owners in the Penn Wood Development which comprises all that tract of land owned by Anna K. Coutts described in Pike County deed book 109 at page 365, and including 0.64 acres purchased by Anna K. Coutts from Eugene and Anastasia Matyas described in Pike County deed book page 84, and excluding 2.23 acres sold by Anna K. Coutts to Richard Stroehecker described in Pike County deed book 195 at page 614, and further excluding 0.46 acres sold by Anna K. Coutts to Walter P. Bruch described in Pike County deed book 147 at page 344.

**Preamble**

To stimulate community life in Penn Wood.

To facilitate cooperation between property owners in the Penn Wood Development (and the Developer).

To unite in common organization the property owners of Penn Wood.

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**ARTICLE I**

**Members**

**1.01 Eligibility of Members: Powers.** All individuals who are owners of record of lots in the Penn Wood Development shall be eligible for membership in the Association. The members shall have all the powers, rights and duties accorded by law to members of nonprofit corporations.

**1.02 Rights Transferable.** Membership in the Association shall terminate upon the sale, forfeiture or other disposition of a member's entire interest in his or her lot or lots in the Penn Wood Development, and the succeeding owners of record of said lot or lots shall be entitled to exercise the same rights of membership as the immediate predecessor in title was entitled to exercise.

**1.03 Representation of Members.** The rights of each member may be exercised by a duly authorized representative who is at least eighteen (18) years of age and a member of the member's immediate family.

**1.04 Meetings.** The annual meeting of members of the Association shall be held during Labor Day Weekend each year, or at such other time as may be designated by the Executive Committee. There shall also be a regular meeting of members of the Association during Memorial Day Weekend, or at such time as may be designated by the Executive Committee. The President of the Association may at any time call a special meeting of the members of the Association, and he or she is required to do so upon request of five members.

**1.05 Notice of Meetings.** Written notice of each meeting of the members of the Association shall be mailed at least fifteen days prior to the meeting to each member's mailing address appearing in the records of the Secretary of the Association. Notice to any member may be waived by him or her in writing before or after any meeting. When notice is given by mail, the notice shall be deemed to have been given on the date of mailing.

Such notice shall specify the date, hour and place of the meeting and shall, in the case of a special meeting, specify the nature of the business to be transacted. Prior to the annual meeting, said notice thereof shall, in addition, contain a proposed budget for the ensuing fiscal year as prepared by the Executive Committee, the proposed assessment of each member, and a list of candidates selected by the nominating committee for election to those offices being vacated at the time of the annual meeting.

**1.06 Quorum.** The presence in person or proxy of not less than one-half of the members entitled to vote shall constitute a quorum.

**1.07 Voting.** EACH MEMBER SHALL BE ENTITLED TO VOTE ON ANY MATTER ACCORDING TO THE TYPE OF LOT HE/SHE OWNS. THE TWO TYPES OF LOTS ARE DEVELOPED AND UNDEVELOPED. AN OWNER OF A DEVELOPED LOT SHALL HAVE ONE FULL VOTE FOR THAT LOT PROVIDED ALL DUES AND FEES ARE PAID AT LEAST (7) SEVEN DAYS PRIOR TO THE BALLOT. AN OWNER OF AN UNDEVELOPED LOT SHALL HAVE ONE HALF (1/2) OF A VOTE FOR THAT LOT PROVIDED ALL DUES AND FEES ARE PAID IN FULL AT LEAST (7) DAYS PRIOR TO THE BALLOT.

NO DEVELOPED LOT OWNER SHALL BE ENTITLED TO MORE THAN ONE (1) VOTE SINCE OWNERSHIP OF UNDEVELOPED LOTS, WHEN OWNED IN CONJUNCTION WITH A DEVELOPED LOT, DOES NOT REQUIRE DUES AND FEES TO BE PAID. WHEN THERE IS MORE THAN ONE OWNER OF RECORD ON ANY LOT, THE RECORDED OWNERS SHALL ARRANGE BETWEEN THEMSELVES WHO WILL CAST THE VOTE. THE SECRETARY MUST BE NOTIFIED BEFORE THE MEETING WHO WILL CAST THE VOTE. A FRACTIONAL VOTE WILL NOT BE ACCEPTED FOR ANY MULTIOWNER LOT.

THE MANNER OF VOTING SHALL BE BY VOICE, ROLL CALL OR M. L. THIS MANNER WILL BE DETERMINED BY THE PRESIDENT IN CONSENT WITH THE EXECUTIVE COMMITTEE.

ANY MEMBER WHO IS DELINQUENT IN PAYMENT OF DUES AND FEES AS DEFINED BY PARAGRAPH 1.09) WILL NOT BE ENTITLED TO VOTE UNTIL DELINQUENT PAYMENTS ARE MADE IN FULL. DELINQUENT PAYMENTS ARE EXPECTED AT LEAST SEVEN (7) DAYS PRIOR TO ANY SCHEDULED MEETING OR VOTE. ONLY THE PRESIDENT CAN DETERMINE IF THE BALLOT WILL BE ACCEPTED WHEN ALL DUES AND FEES ARE PAID AFTER THE SEVEN DAY LIMIT BUT PRIOR TO ANY SCHEDULED MEETING OR VOTE.

AN AFFIRMATIVE VOTE OF 51% OF THOSE IN ATTENDANCE PLUS PROXIES WILL BE REQUIRED TO CONDUCT ANY ASSOCIATION BUSINESS. ANY BY-LAW CHANGE WILL REQUIRE A 66 2/3% MAJORITY OF THOSE PRESENT PLUS PROXIES TO PASS.

A PROXY VOTE MAY BE GIVEN TO ANY MEMBER IN GOOD STANDING SO DESIGNATED BY ANY OTHER MEMBER WHEN THAT MEMBER IS UNABLE TO CAST HIS/HER VOTE. THE PERSON DESIGNATED TO VOTE FOR THE FIRST MEMBER MAY VOTE ON ALL MOTIONS BROUGHT TO THE FLOOR OF THE MEETING.

**1.08 Organization of Meetings.** At every meeting of the members, the President or in his or her absence the Vice-President, or in the absence of both the President and the Vice-President a chair person chosen by the majority of the members present and entitled to vote, shall act as chairperson of the meeting. The Secretary, or in his or her absence, a person appointed by the chairperson, shall act as secretary of the meeting.

**1.09 Dues and Assessments.** Proposed annual dues and assessments of the members shall be made by the Executive Committee and shall be submitted to the members at the annual meeting for their approval and, as approved, each member's dues and assessments shall become payable and due May 15th.

Owners of undeveloped lots who do not own homes at Penn Wood shall pay at an annual rate which shall be fifty percent of the dues and assessments levied against home owners. No member must pay multiple dues and assessments if he or she owns more than one lot unless voting rights are desired.

Any member who is delinquent in the payment of his or her dues and assessment at the time of the regular May meeting shall not be entitled to the use of the Association's docks and floats until the delinquent payments are made.

**1.10 Rules and Regulations.** The Rules and Regulations of Penn Wood Association will govern the use of the common properties and facilities, and the personal conduct of any member, or guest of the member. Any violation will be dealt with according to these regulations.

**1.11 Noise Control and Abatement.**

- a. The property owners of Penn Wood have a right to, and will be insured of an environment free from any noise which jeopardizes their health or welfare or degrade the quality of life.
- b. Noise pollution means any vibration, sound or sounds of such intensity, magnitude, frequency, duration or character, as to be injurious or tend to be injurious to human health or safety or public welfare, or as to damage or tend to damage personal or real property, or as to substantially interfere with the comfortable enjoyment of life or property.  
... As adopted from Article 1, sections 101 and 102 Pennsylvania Noise Control and Abatement Act (up to \$1,000 fine) which will be enforced by Penn Wood Association, Inc.
- c. Curfew--Common grounds are not to be used after midnight, except for community sponsored activities or attendance by a property owner.



1.12 Dumping. Dumping in Penn Wood by contractors or property owners is strictly prohibited. All bulk material can be picked up at nominal cost to property owner by the refuse collector on a personal contract bases.

1.13 Littering. No person is allowed to dispose of waste paper, glass, metal, household waste, debris or any dangerous or detrimental substance on any road or property in Penn Wood, Penn Wood penalty: \$50 or: enforcement of Chapter 65, under which the District Magistrate will establish and levy fine.

## ARTICLE II

### Officers

2.01 Number and Qualifications. The Officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, a Road Supervisor, a Beach and Dock Supervisor, and a Water System Supervisor. Each Supervisor shall appoint an assistant who will assist the Supervisor and act in the Supervisor's absence. All officers and assistants shall be members of the Association.

2.02 Election and Term of Office. The Officers of the Association shall be elected by the voting membership of the Association at the annual meeting of the members. The President, Vice-President, Beach and Dock Supervisor and Water Supervisor shall be elected in the even-numbered years, and the Secretary, Treasurer and Road Supervisor shall be elected in odd-numbered years. Except in the case of an officer chosen to fill an unexpired term, each officer shall, unless he or she shall sooner die, resign, or otherwise be removed, hold office for two years or until a successor shall be duly chosen and qualified. The Executive Committee may at any time fill for an unexpired term a vacancy in any office.

2.03 The President. The President shall have general supervision over the business and operations of the Association, subject, however, to the control of the Executive Committee. The President shall sign, execute and acknowledge, in the name of the Association, instruments authorized by the Executive Committee, except in the case where signing and execution thereof shall be expressly delegated by the Executive Committee or these By-Laws to some other officer or agent of the Association; shall have the power to appoint committees, as set forth in Paragraph 3.07 of these By-Laws; and, in general, shall perform all duties as from time to time be assigned by the Executive Committee.

**2.04 The Vice-President.** The Vice-President, in the absence or disability of the President, or when so directed by the President, may perform any or all the duties of the President, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President; and, in general, shall perform all duties as from time to time may be assigned by the Executive Committee. The Vice President also shall be the President Elect and shall after serving for two years, assume the office of President, subject to the approval of the membership at the annual meeting. The Vice-President also shall serve as convener of the Community Development Committee and shall report recommendations of that Committee to the Executive Committee each year prior to the annual meeting.

**2.05 The Recording Secretary.** The Secretary shall report the results of all votes and the minutes of meetings of the members and of the Executive Committee in the book or books kept for that purpose; and shall send a copy of the minutes of each meeting of the Association's membership to each member no later than 30 days after such meeting; shall see that the records and reports are properly kept and filed by the Association as required by law; shall be the custodian of the seal of the Corporation and see that it is affixed to all documents to be executed on behalf of the Corporation under its seal; and, in general, shall perform such other duties as may be assigned by the Executive Committee or the President.

**2.06 FINANCIAL SECRETARY.** THE FINANCIAL SECRETARY SHALL PREPARE AND DISTRIBUTE ALL BILLS TO MEMBERS FOR ALL DUES AND ASSESSMENTS. THE FINANCIAL SECRETARY WILL BE RESPONSIBLE FOR NOTIFYING MEMBERS OF LATE BILLS AND WILL BE IN CONTINUOUS CONTACT WITH THE TREASURER. IN GENERAL WILL PERFORM SUCH OTHER DUTIES AS MAY BE ASSIGNED BY THE EXECUTIVE COMMITTEE OR THE PRESIDENT.

**2.07 The Treasurer.** The Treasurer shall have or provide for the custody of the funds and other property of the Association and shall keep proper books of account; shall collect and receive or provide for the collection and receipt of any monies in any manner due to the Association; shall deposit all funds in the Treasurer's custody in such banks or other places of deposit as the Executive Committee may from time to time designate; shall, whenever so required by the Executive Committee, render an account showing financial transactions, and the financial conditions of the corporation, and, in general, shall perform such other duties as may be assigned by the Executive Committee or the President.

**2.08 The Road Supervisor.** The Road Supervisor shall have general supervision over the use, maintenance, development and repair of the roads, paths, trails and byways within the Penn Wood Development, and, to the extent necessary, outside the Development, and shall have the power to perform all duties incident to the office of Road Supervisor and such other duties as from time to time may be assigned by the Executive Committee or the President.

**2.09 The Beach and Dock Supervisor.** The Beach and Dock Supervisor shall have general supervision over the use, maintenance, development and repair of the beach and dock facilities within the Penn Wood Development, and shall have the power to perform all duties incident to the office of Beach and Dock Supervisor and such other duties as from time to time may be assigned by the Executive Committee or the President.

**2.10 Water System Supervisor.** The Water System Supervisor shall oversee maintenance of water system, to include well and storage houses, pumps, valves, tanks, piping and pressure. Contact appropriate servicemen when necessary. Monitor monthly water test and report on any not meeting state requirements. This supervisor shall be elected on even years for a two year term.

**2.11 THE IMMEDIATE PAST PRESIDENT OF THE ASSOCIATION SHALL SERVE AS AN EX OFFICIO MEMBER OF THE EXECUTIVE COMMITTEE BUT WILL NOT BE A VOTING MEMBER OF THE COMMITTEE. THE PURPOSE OF THE IMMEDIATE PAST PRESIDENT SERVING ON THE EXECUTIVE COMMITTEE IS TO ASSURE THAT THERE IS CONTINUITY FROM ONE ADMINISTRATION TO ANOTHER.**

**2.12 Additional Officers and Agents.** Additional officers and agents may be appointed by the Executive Committee, and shall have the authorization to perform such duties as the Executive Committee may from time to time determine.

**2.13 Resignation.** Any officer may resign at any time by giving written notice to the Secretary of the Association. Such resignation shall take effect on the date of the receipt of such notice or at any time later specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**2.14 Removal of Officers.** Any officer or agent of the Association may be removed by a majority of the members entitled to vote who are present at any annual, regular or special meeting.

**2.15 Continuity.** Each officer and supervisor is obligated to adequately inform their successor of the duties involved.

### **ARTICLE III**

#### **Executive Committee**

**3.01 General Powers.** The Executive Committee shall have the full power to conduct, manage and direct the operations and affairs of the Association.

**3.02 Number and Qualifications.** The Executive Committee shall consist of the elected officers of the Association.

**3.03 Meetings.** A regular meeting of the Executive Committee shall be held immediately after each annual meeting and each regular meeting of the members. Special meetings of the Executive Committee can be held at any time at the discretion of the President of the Association and must be held at the request of any two members of the committee.

The President of the Association shall chair the Executive Committee meetings if present. In his absence, a chairperson shall be elected by a majority of the committee present.

**3.04 Notice of Meetings.** At least (10) ten days prior to the regular meetings and five days prior to the special meetings of the Executive Committee, written notice shall be sent or given to each committee member. Such notice shall specify the day, hour and place of the meeting and shall, in the case of special meetings, specify the nature of the business to be transacted. When notice is given by mail, the notice shall be deemed to have been given on the date of the mailing. Notice to any member of the Executive Committee may be waived by him or her in writing before or after the meeting.

**3.05 Quorum.** The presence in person of not less than three or a majority of the committee members then in office, whichever is less, shall constitute a quorum.

**3.06 Action by Consent.** If all of the members of the Executive Committee shall severally or collectively consent in writing to any action to be taken by the Association, such action shall be as valid Association action as though it had been authorized at a meeting of the Executive Committee.

**3.07 Renumeration.** Members of the Executive Committee shall receive no renumeration for their services.

#### ARTICLE IV

##### Other Committees

**4.01 Temporary Committees.** The Executive Committee or the President (subject to the control of the Executive Committee) may at any time and from time to time severally appoint one or more committees consisting of officers or others (including non-members) to perform such duties and make such investigations and reports as the Executive Committee by resolution or the President, respectively, shall determine. Such committee (s) shall remain in existence only as long as required to fulfill their mission. They shall determine their own organization and times and places of meeting unless otherwise directed by resolution of the Executive Committee or, where the President appoints such committees, by the President.

**4.02 Permanent Committees.** Certain continuing requirements of the Association shall from time to time require the formation of permanent committees, such committees being proposed by resolution of the Executive Committee and a description of the composition and duties of such committees added to these By-Laws at the discretion of the Association's membership (see Paragraph 8.01). The President shall (subject to the control of the Executive Committee) at each annual meeting appoint a chairperson for each of the following permanent committees, said appointments being for the duration of the succeeding twelve-month period.

**4.03 COMMUNITY DEVELOPMENT COMMITTEE.** THIS COMMITTEE, COMPOSED OF AT LEAST SIX (6) ASSOCIATION MEMBERS, IS RESPONSIBLE FOR DEVELOPING AND UPDATING A MASTER PLAN AND FOR MAKING RECOMMENDATIONS TO THE ASSOCIATION WHICH WILL LEAD TO A SOUND, ORDERLY GROWTH OF THE PENN WOOD DEVELOPMENT. THE COMMITTEE WILL FURTHER BE RESPONSIBLE FOR MONITORING THE ACTIONS AND COORDINATING JOINT EFFORTS WITH THE LAKE WALLENPAUPACK WATERSHED ECOLOGICAL ASSOCIATION AND OTHER ORGANIZATIONS BOTH LOCAL AND REGIONAL WITH SIMILAR GOALS. THE PROTECTION AND PRESERVATION OF THE NATURAL BEAUTY OF OUR COMMUNITY IS THE PRIMARY PURPOSE OF THIS COMMITTEE.

**4.04 Environmental Preservation Committee.** This committee, composed of at least two (2) Association members, is responsible for monitoring the actions of and coordinating joint efforts of the Lake Wallenpaupack Watershed Ecological Association and other local and regional organizations with similar goals; and shall advise the Association's membership as to how they can individually and collectively act to preserve and protect the natural beauty of Lake Wallenpaupack and its surroundings.

**4.05 Welcoming Committee.** This committee, composed of at least two (2) Association members, is responsible for obtaining the names and addresses of new lot owners in the Penn Wood Development at the earliest opportunity and for contacting said new lot owners in person or by mail with all possible haste for the purpose of welcoming them to the development, explaining the Association, to them and inviting them to join. Also responsible to give new owners a copy of: By-Laws of Association, Rights and Protective Restrictions to be included in Deeds for Penn Wood Development, Supplemental Protective Restrictions for Penn Wood Development, Penn Wood Association Rules and Regulations, Address List of Owners, and Penn Wood Map.

**4.06 Social Committee.** This committee, composed of at least two (2) Association members, is responsible for planning, scheduling and carrying out social events designed to appeal to a maximum number of the Association members and their families, the purpose of said social events being to promote harmony, fellowship and unity among members of the Association. It shall be the responsibility of this committee to function within the funds allocated for any such events and to be personally responsible for the expenditures in excess of them.

**4.07 NOMINATING COMMITTEE.** THIS COMMITTEE WILL BE COMPOSED OF A CHAIRPERSON APPOINTED BY THE PRESIDENT AND TWO (2) OTHER MEMBERS IN GOOD STANDING AGREED UPON BY THE PRESIDENT AND THE CHAIRPERSON. THE COMMITTEE IS RESPONSIBLE FOR PREPARING A SLATE OF OFFICERS AT LEAST THIRTY (30) DAYS BEFORE THE ANNUAL MEETING OF THE ASSOCIATION. THE NOMINATING COMMITTEE SHALL NOMINATE CANDIDATES FOR THOSE OFFICERS WHOSE TERMS ARE EXPIRING. ALL CANDIDATES CONSENT WILL BE OBTAINED BY THE COMMITTEE PRIOR TO PLACING THE NAME IN NOMINATION. NOMINATIONS MUST BE PRESENTED TO THE MEMBERS AT LEAST FIFTEEN (15) DAYS PRIOR TO THE ELECTION. AT THE ANNUAL MEETING, ANY MEMBER OF THE ASSOCIATION ELIGIBLE TO VOTE MAY NOMINATE A CANDIDATE FOR ANY OR EACH OFFICE THAT IS DUE TO BE VOCATED.

**4.08 BY-LAWS COMMITTEE.** THE COMMITTEE WILL BE COMPOSED OF A CHAIRPERSON APPOINTED BY THE PRESIDENT. AS NEEDED, AT LEAST ONE OTHER MEMBER IN GOOD STANDING WILL RECOMMEND ANY CHANGES NEEDED IN THE BY-LAWS. THE CHAIRPERSON IS RESPONSIBLE FOR MONITORING THE ASSOCIATION BUSINESS TO ASSURE THAT THERE IS COMPLIANCE WITH THE BY-LAWS.

## ARTICLE V

### Contracts, Deposits, Borrowing, Real Estate, Etc.

**5.01 Contracts, Etc.** No officer or officers, agent or agents of the Association shall have any power or authority to bind the Association by any contract or engagement to borrow money, to issue or endorse negotiable or other paper in its name, to pledge its credit, to mortgage, pledge, hypothecate or transfer its real or personal property, or to render it liable pecuniarily for any purpose or to any amount, except within the scope and to the extent of the scope and to the extent of the authority delegated herein, or by resolution of the Executive Committee. Each officer shall be personally liable for any expenditure made in excess of his budget unless the expenditure is authorized by the Executive Committee.

**5.02 Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Executive Committee may approve or designate, and such funds may be drawn only upon checks or other instruments signed by the President and the Treasurer, provided that checks or other instruments withdrawing less than \$1,000.00 may be signed by the President or the Treasurer.

**5.03 Borrowing and Acquisition and Disposition of Real Estate.** The Association may not borrow money or purchase, sell, lease or make other disposition of real estate, unless the approval of two-thirds of the members entitled to vote who are present in person or by proxy at any meeting has been obtained, and providing that written notice of the purpose of the meeting shall have been submitted to the members at least fifteen (15) days prior to the meeting.

**5.04 Annual Financial Report.** At least fifteen days prior to the annual meeting of the members, the Treasurer shall submit the annual report of the finances of the Association to the Executive Committee. If the Executive Committee so directs, the account of the Association shall be audited at the end of each fiscal year by an independent accountant selected by the Executive Committee.

**5.05** All Buildings shall be governed by the existing and supplemental restrictions as approved by the community development committee.

## **ARTICLE VI**

### **Seal**

**6.01 Where Kept and When Used.** The corporate seal shall be kept by the Secretary at the office of the Association. All contracts and other papers requiring the seal and bearing the signature of an authorized officer or authorized officers may be sealed and attested by the Secretary.

## **ARTICLE VII**

### **Dissolution**

**7.01 Distribution of Assets.** If the Association shall be dissolved in accordance with the applicable provisions of law, the asset of the Association shall be distributed equally among members thereof, provided that in the case of any single lot in the Penn Wood Development which is owned by more than one person, such persons together shall be entitled to the share of one member for this purpose.

## **ARTICLE VIII**

### **Amendments**

**8.01 Voting and Notice.** These By-Laws may be amended, altered or repealed by vote of two-thirds of the members entitled to vote who are present or by proxy at any meeting, provided that the proposed changes have been submitted in writing to the members at least fifteen (15) days prior to the meeting.