

**SHOHOLA FALLS TRAILS END
PROPERTY OWNERS ASSOCIATION
BYLAWS**

Effective January 1, 2008

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ARTICLE I

1.0 ASSOCIATION

1.1 NAME

The name of the corporation shall be Shohola Falls Trails End Property Owners Association, Inc. (AKA "TEPOA")

1.2 ADDRESS

The principal office of the Corporation shall be the registered office maintained in the Commonwealth of Pennsylvania in the Community of Shohola Falls Trails End at 190 Shohola Parkway South, Shohola, Pennsylvania, 18458, Shohola Township, Pike County (as amended) in the articles of incorporation, which is subject to transfer to a subsequent address upon notice to the Secretary of the Commonwealth as permitted by law.

ARTICLE II

2.0 PURPOSE

The purpose for which the Association was formed is to insure the present and future conditions relating to health, safety, public morals, convenience, comfort and beauty of the premises.

ARTICLE III

3.0 MEMBERSHIP

3.1 Classes of Members

There shall be two classes of Members of the Association, Members and Voting Members.

3.1.1 Members

- A. Every owner of any lot in the Community whether as a grantee in a deed, an heir or devisee through an estate, shall automatically be a Member of the Shohola Falls Trails End Property Owners Association, Inc. Additionally, the current spouse and children, adopted as well as natural born, shall also automatically be Members of the Shohola Falls Trails End Property Owners Association, Inc. In the event of corporation or partnership ownership of any lot, only two (2) officers of such corporation or two (2) partners of the partnership shall be considered as Members of the Association. The Association may own one or more lots, but as such an owner, shall not be entitled to exercise any of the rights and privileges as an owner.
- B. To be a Member in Good Standing, a Member must be current in all of his/her financial obligations with the Association or has reached an agreement with the Association for the payment of such financial obligations, and who is not in violation of any Restrictive Covenants, Bylaws, Rules and Regulations of the Association. One cannot be a Member in Good Standing unless every Member of such lot is a Member in Good Standing.

3.1.2 Voting Members

- A. Each lot for which a full dues payment is made shall have only one (1) Voting Member who shall cast the sole vote allocated to that lot. There shall be no vote attributable to any lot for which less than full dues are being paid.
- B. There shall be one (1) Voting Member per lot regardless of the number of persons who may have ownership interest in such lot, or the manner in which they hold title.
- C. The Voting Member must be a Member in Good Standing and be an owner or co-owner of the lot and have his/her name appear on the deed of said property.

- D. The Voting Member shall be known as the Member of Record for any mailing or notification from the Association.
- E. In the case of joint ownership of a lot, the owner of said lot shall designate who the Voting Member of that lot shall be in a certificate executed by all of the owners of the lot and filed with the Secretary of the Association. In the event that the Members of said lot do not designate a Voting Member, the Voting Member shall be the person owning such lot who is present. If more than one of the multiple owners are present, the vote may be cast only in accordance with the unanimous agreement of the owners.

3.2 Transfer or Termination of Membership

- A. When a person ceases to be an owner of property within the Community, such person's membership will cease, but such person will remain liable for all unpaid Association charges. In addition thereto, should any sale or exchange of property occur, any outstanding balance due from the owner as assessments shall become due and shall be a valid lien on the property until such balance has been paid.
- B. Should there be a termination of membership, whether caused by death, sale of property, or otherwise, no payment whatsoever shall be due him/her, either as is prorate share of the assets of the Association, or his/her share of any assessments paid to the Association.

3.3 Privileges of Membership

- A. The privileges of Members as described in 3.1.1(a) shall include:
 - 1. The right of access to the property or properties owned by the respective Members.
 - 2. The right to attend all open Board Meetings, hearings and Meetings of the Membership.
 - 3. The right to be treated honestly and with respect.
- B. The privileges of Members in Good Standing, as defined in 3.1.1(b), shall include:
 - 1. The right to hold office on the Association Board of Directors.
 - 2. The right to petition and vote with respect to all matters that may be referred to the vote of the members by law or by these Bylaws.
 - 3. The use of common facilities as the Association may establish for its Members.
 - 4. The right to delegate his/her right of enjoyment of the common facilities to any guests. He/she may also transfer his/her right of enjoyment of the common facilities to any tenants residing upon his/her property, but only when such tenancy is in accordance with Association Rules and Regulations per Section 13.6.
 - 5. The right to address the Board of Directors.
 - 6. The right to inspect the Association's Corporate Records. An appointment shall be made with the Association for such inspection, which shall be during normal business hours.

3.4 Obligations of Members

- A. To comply, at all times, with the Declaration of Restrictive Covenants, these Bylaws, and the Rules & Regulations of the Association and to ensure compliance by family members, guests, tenants and invitees.
- B. To pay all dues, assessments and fines on time.
- C. To be responsible for all damages and other violations, including any and all costs, expenses or attorney's fees, incurred by the Association as a result of the actions of the Member, his/her immediate family, guests, tenants and/or invitees or in the enforcement or defense of the Restrictive Covenants, Bylaws and/or Rules and Regulations of the Association.
- D. Maintain their property according to established standards.
- E. Vote in community elections and on other issues.
- F. Provide current contact information to the Association to help ensure they receive timely information from the Association.
- G. Request reconsideration of material decisions that personally affect them (pursuant to the Appeals Process as outlined in Appendix I).

3.5 Suspension/Revocation of Privileges of Membership

- A. The Board may suspend/revoke the privileges of any member for:
 - 1. Any period during which an Association financial obligation on such member's lot remains unpaid.
 - 2. The period of any continuing violation of any of the Restrictive Covenants, Bylaws, Resolutions or Rules and Regulations of the Association.

- B. Those privileges, which may be suspended/revoked, include, but are not limited to, the following:
 - 1. Vehicular access to the property,
 - 2. Use of any and all common facilities,
 - 3. Use of utility services,
 - 4. Voting in Association matters, and/or
 - 5. Visitor/guest access.
- C. Members not in Good Standing will be prevented from serving on any Association Committee, nor can the Association employ him/her in any capacity.
- D. Any Member of the Association found guilty by the Board of malfeasance, misfeasance or nonfeasance with regard to dishonesty or the misappropriation of funds shall be banned for life from serving on the Board of Directors or any Committee and from being employed by the Association.

3.6 Notice of Violation / Suspension

- A. Members in violation of this Article, the Restrictive Covenants, Association Bylaws, Rules and Regulations or Resolutions, shall be notified by regular mail of said violation at the address on file with the Association Office.
- B. A Member may appeal any violation by requesting a hearing, in writing, by mail within 15 days of the Association sending the violation notice. Suspension of privileges may immediately take place whether or not the Association Office receives a request for a hearing.
- C. Any Member who fails to respond to correspondence or communications of the Association within thirty (30) days, shall, therefore, have entered on his/her behalf a plea of Guilty to the offense.
- D. A Member pleading Guilty as provided in (C) above, shall accept the disciplinary action assessed by the Board and contained in the notification letter provided in A above.
- E. Any fine imposed by the Board shall be considered a Special Assessment and, if not paid within 30 days of written notification of such Assessment, such fines shall be entered on the appropriate Member's account as due and owing to the Association. Pleading guilty is a waiver of a hearing before the Rules Enforcement Committee and binds the alleged violator to remit any fines or costs imposed or honor any suspension of privileges as may be imposed.
- F. All appeals shall follow the Appeals Procedure as outlined in Appendix I.

ARTICLE IV

4.0 MEETINGS OF THE MEMBERSHIP

4.1 Places and Dates of Meetings

- A. Any meetings of the Members of the Association shall be held on a weekend date within the boundaries of Pike County, Pennsylvania.
- B. All meetings shall accommodate attendance by every Member wishing to do so.

4.2 Budget and Annual Meeting

- A. The Annual Budget Meeting of the Association shall be held on the third Sunday of October at 10 a.m.
- B. The Annual Membership Meeting of the Association shall be held on the third Sunday of September at 10 a.m.

4.3 Special Meetings of the Membership

- A. By the Board
The Board of Directors may call Special Meetings of the Membership at any time in the manner herein provided.
- B. By the Members
A Special Meeting may also be called upon the written petition of twenty percent (20%) of the Voting Members of the Association who would have the right to vote at such meeting. Such petition shall set forth the purpose of the Special Meeting and shall be addressed to the Secretary of the Association.

4.4 Notice of Meetings of the Membership

- A. Written notice of all Meetings of the Membership shall be mailed to each Member so entitled as per Section 4.6 of this Article with the exception of meetings whose date and time are set within these Bylaws: the Annual Membership Meeting, Annual Budget Meeting and Meet the Candidates.
- B. Written notice shall include the place, date and hour of the meeting and the purpose(s) for which the meeting is being called.
- C. All notices shall be delivered, by regular mail, not less than thirty (30) days nor more than forty (40) days before the date of the meeting to each Member entitled to Notice. Such notice shall be deemed to have been delivered when deposited in the United States Mail addressed per the voting records of the Association. At a Special Meeting, no business shall be conducted except that stated in the notice of said meeting.
- D. If any Meeting is to include any matter(s) that must be approved by the Members, including the Annual Membership Meeting, notice shall be mailed to the Membership. Such notice shall include all items on which a vote is to be taken. No vote shall be taken on any matter which prior notice has not been mailed to the Membership.

4.5 Quorum

- A. 20% of the Voting Members in Good Standing is required to constitute a quorum for all purposes.

4.6 Record Date - Determining Members Entitled to Notice and Vote

- A. The Members shown on the records of the Association as being in Good Standing at the close of business on the fifth business day preceding the day on which notice is to be given shall be entitled to notice of a meeting.
- B. The Members shown on the records of the corporation as being in Good Standing at the close of business on the day preceding the day of the meeting shall be entitled to vote at the meeting.
- C. The Association shall make the list of Members entitled to vote available at the meeting.
- D. Any Member, a Member's Agent or Attorney, is entitled to inspect the list at any time during the meeting or adjournment.

4.7 Action by Written Ballot

- A. Any action, which may be taken at any Annual or Special Meeting of the Members, may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter.
- B. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.
- C. Approval by written ballot pursuant to this Article shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals the number of votes that would be required to approve the matter at a meeting at which the total votes cast was the same as the number of votes cast by ballot.
- D. All solicitation for votes by written ballot shall:
 - 1. Indicate the number of responses required to meet the quorum requirements.
 - 2. State the percentage of approvals necessary to approve each matter other than the election of Directors.
 - 3. Specify the date by which a ballot must be received by the Association in order to be counted.
- E. A written ballot, once received by the Association, may not be revoked.
- F. Counting of Ballots
 - 1. Whenever a Ballot Vote is called for, the Secretary of the Board of Directors shall organize a Ballot Counting Committee comprised of a minimum of six (6) Members in Good Standing. The procedure for said Committee shall be the same as that of the Election Ballot Counting Committee as outlined in Article 7.4.

4.8 Voting Requirements

- A. If a quorum exists, action on a matter is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Restrictive Covenants, these Bylaws or the Statutes of the State of Pennsylvania require a greater number of affirmative votes. On a tie vote, the motion is lost.
- B. Directors shall be elected by a plurality of the votes cast by the members entitled to vote for directors in the election.

ARTICLE V

5.0 BOARD OF DIRECTORS

- 5.1 Upon taking office, all Members of the Board of Directors shall sign an Oath of Office, a copy of which is to be kept on file.
- 5.2 Each year, prior to the election of officers, every Director shall fill out a proof of residency form for the coming year.
- 5.3 Powers of the Board include:
- A. Management and control of the affairs of the Association.
 - B. Adoption of a corporate seal as the seal of the Association.
 - C. Designation, by Resolution, of a banking institute or institutions as depository for the Association funds and the Officer(s) and employee(s) authorized to make withdrawals there from and to execute obligations on behalf of the Association. All individuals so authorized shall be bonded at the expense of the Association.
 - D. Performance of other acts the authority for which have been granted herein or by law, including the borrowing of money for Association purposes.
 - E. Adoption of a Resolution that, in the interest of the Association, requires the borrowing of money and is for a proper corporate purpose. Determine that the same shall be reasonably necessary, assign, pledge, mortgage, or encumber any Association property under such borrowing. As security for such borrowing, the Board may pledge or assign future revenue of the Association as security therefore.
 - F. Adoption of such Rules and Regulations relating to the use of Association property, and actions for non-compliance therewith, as it may deem necessary for the best interest of the Association and its Members. Establish and levy a fine schedule for non-compliance of the Rules and Regulations.
 - G. Establishment of reasonable fees for the issuance of permits.
 - H. Employment of a Community Manager and sufficient personnel to adequately perform the responsibilities of the Association.
 - 1. The Board of Directors shall deal with all matters of administration through the Community Manager. Individual Directors or Committees may deal with such matters, but only with the approval of the Board. The Board shall evaluate the performance of the Community Manager within the first six (6) months of his/her employment and annually thereafter.
 - I. Election of officers of the Association from among the members of the Board.
 - 1. The election will be held at the December meeting. If the December meeting is cancelled, the election shall be held at the next scheduled meeting.
 - 2. The election shall be conducted by the current attorney of the Association.
 - 3. All votes shall be cast by paper ballot.
 - 4. In the event of a tie vote, after the third (3rd) vote, thereon the attorney will conduct a drawing of the successful candidate's names.
 - J. The Board may enter into an agreement or agreements with other organizations having the same or similar corporate purposes for reciprocal rights between the respective members thereof under such terms and conditions as the Board may deem appropriate.
 - K. The Board shall adopt an operating budget per Article XI. The budget should be considered as a guideline to be followed by the Board and Community Manager as much as practical in order to maintain the best interest and welfare of the community.
 - L. The Directors may not dispose of any of the real common property of the Trails End Property Owners Association unless approved by 80% of the Voting Members.
- 5.4 Numbers of Directors
- A. The number of Directors shall be ten (10), which shall be the maximum.
 - B. The Board may, by Resolution, decrease the number of Directors to a minimum of seven (7).
 - C. If less than seven (7) Directors are in office at any time, Article 5.5 shall be followed to fill vacancies.
- 5.5 Vacancies

- A. If any vacancies occur on the Board, such vacancies may be filled at the discretion of the remaining Directors provided the number of Directors does not fall below the minimum as set forth in Section 5.4.B.
- B. The vacancy may be filled within the next two (2) regularly scheduled Board Meetings from the effective date of any vacancy or it shall remain vacant for the remainder of the term.
- C. If filled, the candidate shall be selected from the previous year's election list in order of finish.
- D. If the list is exhausted, a list of possible appointees for election by the Board shall be prepared by a committee appointed by the President. The Committee shall prepare a list of possible appointees for election to the Board.
- E. Any person so appointed as Director shall serve out the remainder of the term of the Director whom they have replaced.

5.6 Officers

The Officers of the Association shall be the President, one Vice President, the Secretary, the Treasurer, and such other officers and assistant officers as the Board may, from time to time, elect. Officers shall serve at the will of the Board; no two (2) or more offices may be held by the same person.

5.6.1 President

The President shall preside over all meetings of the Membership and of the Board of Directors, except Meet the Candidates. Sign, as President, all contracts and other instruments approved by the Board of Directors. The President shall be the General Executive Officer of the Association, except as otherwise determined by the Board. The President 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 Bylaws.

5.6.2 Vice President

In the absence of the President, or in the event of his/her 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.

5.6.3 Secretary

The Secretary of the Association shall be responsible to see that the minutes are taken of the business and other matters transacted at the meetings of the Members and of the Board. The Secretary shall cause to be mailed, all notices required under the Bylaws. The Secretary shall cause to be secured the Corporate Seal, Records, Minutes, all written ballots, cause to be maintained a list of Members and their addresses and perform all other duties incident to the Office of Secretary.

5.6.4 Treasurer

The Treasurer shall oversee the custody of the funds of the Association, assure the collection of monies due, cause to be paid the obligations of the Association out of its funds, and perform such other duties as are incident to the Office of Treasurer. The Treasurer will cause to be prepared a full written financial report and distribute copies at the regular meetings.

5.7 Delegation of Duties and Powers

In the case of the absence or disability of any officer of the Association, or in the case of a vacancy in any office, or for any reason that the Board of Directors may deem sufficient, the Board of Directors, except as otherwise provided by law or these Bylaws, may temporarily delegate the powers or duties of any Officer to any other Officer or to any Director.

5.8 Term of Office

- A. The members of the Board shall serve a term of three (3) years.
- B. Each Director shall hold office until the expiration of the term for which he/she was selected and until his/her successor has been selected and qualified or until his earlier resignation or removal.

5.9 Compensation and Expenses of Board Members

- A. Directors, as such, shall not receive any salary or compensation for their services as Directors. However, nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation thereof.
- B. Directors may receive reimbursement for their actual out-of-pocket expenses for attending any regular or special meeting of the Board, or any other actual out-of-pocket expenses directly incurred while conducting Association business. All reimbursements paid must meet the IRS criteria for an Accountable Plan.
- C. Directors may be reimbursed for lost wages resulting from their required presence in court or at Township meetings. In order to be reimbursed, proof of lost wages, i.e., pay stub for the time period for which lost wages are being claimed, shall be submitted. All reimbursements for lost wages shall be income tax reportable.
- D. Neither Directors, nor members of their immediate families, nor any member of their household, either by birth or marriage, may hold any scope of full time, compensated employment with the Association during the time the Director is serving in his/her term of office (excluding seasonal employment).

5.10 Removal of Officers or Members of the Board

- A. Any Officer(s) or Board Member(s) may be removed or suspended when, in the judgment of the Board, the best interest of the Association will be served by such removal. The vote to remove/suspend any Board Member(s) should be by simple majority of those members physically present at any Regular or Special Meeting of the Board of Directors. No Board Member shall vote upon a motion for their removal or suspension.
- B. Any Board Member shall be immediately disqualified to serve if such member refuses to take the Oath of Office. His/her position shall be deemed vacant.
- C. By a two-thirds vote of all Members present and entitled to vote at any Meeting of the Membership at which a quorum is present, the Members may remove any Member of the Board of Directors with or without cause provided notice is given per Section 4.4.
- D. Any member removed from the Board on a charge of malfeasance, misfeasance or nonfeasance with regards to dishonesty or misappropriation of funds, shall be banned for life from serving on the Board or any Committee and from being employed by the Association. Any member removed from the Board for any reason other than malfeasance, misfeasance or nonfeasance with regards to dishonesty or misappropriation of funds will not be eligible to run or be appointed to the Board for a period of two (2) years following the expiration of the term which he/she was removed.

ARTICLE VI

6.0 MEETINGS OF THE BOARD OF DIRECTORS

- A. Regular Meetings of the Board
 1. Regular meetings of the Board shall be held at least quarterly and shall be open to the Membership except when the Board adjourns to Executive Session for considering strategy with respect to litigation or contracts with third parties, to discuss the deployment of security personnel, member discipline or personnel matters.
 2. After adoption of a resolution setting forth the times of regular meetings, no notice of such meetings shall be required.
 3. Proxy votes shall be allowed. Proxy voting shall follow the procedures as stated in the Rules of Order, Section 6.3
 4. Board Members shall be allowed to participate in any meeting of the Board of Directors via telephone. Participation by telephone shall follow the procedures as stated in the Rules of Order, Section 6.3.
- B. Special Meetings of the Board

1. Special Meetings of the Board may be called by a minimum of two (2) Officers of the Board of Directors. Special Meetings shall be held on a weekend day except in the event of an emergency specified in the request for the meeting.
2. Notice of a Special Meeting shall be given at least twenty-four (24) hours prior to the date of said Special Meeting. Said notice shall include the reason for the Special Meeting. No other business other than that contained in said notification shall be discussed and/or voted upon.

6.1 Quorum

- A. A majority of the total number of Directors must be present at a meeting to constitute a quorum to transact business for the Board. If less than a quorum is present to open a meeting, those present shall adjourn.
- B. For the purpose of determining a quorum, physical presence is required.

6.2 Agenda

- A. The order of business at Regular Meetings of the Board, and so as applicable at Special Meetings, shall be taken up for consideration and disposed of as follows:
 1. Quorum roll call.
 2. Approval of the Minutes of previous meetings.
 3. Manager's Report
 4. Treasurer's Report
 5. Payment of Bills
 6. Committee Reports
 7. Unfinished Business
 8. New Business
 9. Proposed changes and/or discussion of additions, deletions, modifications, adoption or amendment of changes to the Rules & Regulations, Bylaws or Policies.
 10. Communications written and/or oral; petitions; hearings and comments by the Members.
 11. Miscellaneous
 12. Adjournment
- B. The Agenda for each Regular Meeting shall be prepared by the Community Manager and posted at the offices of the Association at least ten (10) days prior to the date of the meeting.
- C. All second (2nd) reading Motions shall be published in the Agenda.

6.3 Rules of Order

- A. The rules contained in the current edition of "Robert's Rules of Order Newly Revised" shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws or any Special Rules of Order the Association may adopt.
- B. Any Board Member who will not attend a regularly scheduled Board Meeting may assign his/her voting rights to another Board Member to represent him/her by proxy. Such proxy must be in writing and signed. Said proxy shall state the specific purpose for the proxy and be presented to the Secretary of the Association or, in his/her absence, the presiding Officer of the Board, prior to the commencement of the Meeting.
- C. Attendance at Board Meeting via Telephone
 1. Any request to attend a Board Meeting by telephone shall be made to the President a minimum of three (3) days prior to the scheduled meeting. Said request shall include the reason for making the request.
 2. Each request shall be reviewed by the President and reviewed or denied on a case-by-case basis.
 3. The phone number at which the Board Member wishes to be called shall be provided to the Community Manager at least 24 hours prior to the start of the meeting. The contact number shall be a landline; no calls to a cell phone shall be permitted.
 4. The Board Member attending a Meeting via telephone shall be available for the entire meeting; their full attention will be required.
 5. Phone attendance of a member shall not be considered physically present to constitute a quorum to open a meeting and shall not be eligible to vote on any Motions requiring physical presence by the Bylaws.
 6. A Board Member attending a meeting by telephone shall be considered present for the meeting for attendance records.

- D. Motions affecting the Rules & Regulations or Policies of the Association shall be introduced on the first reading and shall not be acted upon until the succeeding meeting of the Board. This in no way prevents the Board from passing a Resolution to take immediate action when required.
- E. Voting Requirements
Any legitimate motion not included among those mentioned below as requiring a 2/3 vote, requires for its adoption only a majority; that is, more than half of the votes cast, ignoring blanks. On a tie vote, a motion is lost.
Votes that require a 2/3 vote to pass include:
 1. Amend (Annul, Repeal or Rescind) any part of the Rules of Order.
 2. Amend the Rules & Regulations or a Resolution previously adopted.
 3. Discharge a Committee when previous notice has not been given.

6.4 Action Without Meeting

- A. Unless prohibited by law, any action that may be taken at a Board Meeting may be taken without a meeting of the Board. Action may be taken provided all Board Members are contacted in person, by phone or e-mail or any other means of communication.
- B. Attempts to contact each Board Member must be made at least three (3) times.
- C. A follow up vote shall be taken at the next regular Board Meeting.
- D. No Action may be taken if a quorum of the Board of Directors is not obtained.

6.5 The Board of Directors shall permit any Member in Good Standing to speak at any meeting of the Association or the Board of Directors, except for meetings of the Board held in Executive Session. The Board of Directors may enforce a reasonable time limit for members of the Association to speak to the Board, or before a meeting of the Association. The Board may have a Member removed if the intent of the Member is simply to disrupt the Meeting.

ARTICLE VII

7.0 ELECTION OF DIRECTORS

7.1 Qualification of Candidates for the Board of Directors

- A. Must be a natural person of at least twenty-five (25) years of age at the time of taking office.
- B. Must be a deeded lot owner for a minimum of three (3) years.
- C. Must be a Member in Good Standing. Dues must have been paid by April 30 of the election year. Shall have no delinquent financial balance(s) or fines owed to the Association or its subsidiaries as of the date a petition for candidacy is filed.
- D. Must be able to fulfill all duties required of a Director as promulgated by the Board of Directors.
- E. Only one deeded Member for a full dues lot may run or serve on the Board of Directors at any time.
- F. At no time shall a husband/wife be candidates for or serve on the Board of Directors together.
- G. Must be a U.S. citizen, proof of which is required.

7.2 Nomination of Candidates for the Board of Directors

- A. All candidates for election as Directors shall be by petition with the exception of elected incumbent Board Members. Elected incumbent Board Members may have their names on a ballot without submission of a petition if they have given written notice to the Election Committee of their intention to run for re-election by the 1st of July.
- B. All nominating petitions shall be submitted to the Association Office no later than noon of the 1st Sunday of July of the election year in question. This petition must be signed by a minimum of twenty-five (25) Deeded Members of the Association who are in good standing as of April 30. All Members signing the petition must completely fill in the petition form as supplied by the Association Office.
- C. Each Candidate shall submit a biographical statement together with the petition, which shall contain no less than one (1) word or more than one hundred (100) words (a number is considered a word).

- D. A random drawing will be held at 1 p.m. on the 1st Sunday of July in the Association Office to determine each candidate's position on the ballot. A minimum of three (3) members of the Election Committee shall witness the drawing. All candidates may attend the drawing.
- E. The Election Committee, with the assistance of Association Office Personnel will determine the validity of the petitions and biographies in all aspects.
- F. Should a candidate have insufficient valid signatures on his/her petition, he/she shall be given seven (7) days from notification of same (computed from date of mailing or person notification) to secure the required number of valid signatures. Note: Candidates are only given an opportunity to obtain additional signatures to meet the required 25 valid signatures; no extension shall be granted for any other documentation requirements.
- G. Any candidate who does not meet the specific requirements set forth herein shall be disqualified as a Candidate for election to the Board.
- H. The Election Committee's decision on the validity of a candidate is final. At no time shall any Candidate, Member of the Board of Directors, or Association Member approach a member of the Election Committee in an attempt to influence their decision regarding the validity of a Candidate.

7.3 Election Committee

- A. The Association President shall ensure an Election Committee is formed no later than the 3rd Saturday of June of any election year.
 - 1. The Committee shall consist of the Association Secretary, provided the Secretary is not a candidate or the spouse of a candidate, and a minimum of three (3) Association Members in Good Standing. The Association Secretary shall Chair the Election Committee.
 - 2. In the event the Secretary is also a candidate, the President shall name a current Board Member, not a candidate, as the Chairperson of the Committee.
- B. The Election Committee shall also perform the duties imposed on it by Article 7.4 of these Bylaws.
- C. The Election Committee shall organize a Ballot Counting Committee, which shall be comprised of a minimum of six (6) Members in Good Standing, one of who shall be appointed as Chairperson by the Election Committee.
- D. The Election Committee shall conduct a Special Meeting on the 4th Sunday in July to introduce the Candidates to the Membership. The results of the candidates' positions on the ballot will be announced at said meeting.

7.4 Election Process

- A. If the number of valid candidates, as determined by the Election Committee, shall be equal to or less than the number of vacancies on the Board, the Association Secretary shall cast one vote at the Annual Meeting for all candidates who qualify.
- B. When the number of valid candidates, as determined by the Election Committee, shall exceed the number of vacancies on the Board, ballots shall be mailed to all property owners at the addresses registered with the Association Office as of July 1st of the election year.
- C. The Election Committee will prepare a ballot containing the names of the eligible candidates in a sequence determined by the random drawing conducted per Article 7.2.D. The ballot shall include the biographical statements of each candidate.
- D. Property owners entitled to vote may cast one (1) vote for each vacancy but not more than one (1) vote for any candidate.
- E. The completed ballots shall be returned to the Association Office as follows:
 - 1. Each ballot shall be placed in a sealed, plain white envelope.
 - 2. Each such plain white envelope shall contain only one (1) ballot.
 - 3. Said plain white envelope shall be placed in another sealed envelope that shall bear on its face the name and address of the property owner, his/her lot number, and any other information that the Election Committee shall deem necessary to determine his/her right to cast the vote presented on the ballot.
- F. Ballots shall be returned to the Association Office no later than the last Friday of August. Upon receipt, the Association Office shall mechanically date stamp all ballot envelopes.
- G. Ballots received by the Association Office shall be secured until the day fixed for their counting, which shall be no later than the 2nd Sunday in September.
- H. The unopened, identifying envelopes shall be turned over to the Election Committee, who shall insure that only valid ballots are counted and that no more than one vote shall be counted per lot.
- I. All voting shall be secret.

- J. Any member in good standing may observe the election procedure.
- K. Disqualification of Ballots
 - 1. Any ballot received after the day specified in Section 7.4.F shall be disqualified.
 - 2. The inclusion of more than one (1) ballot in any one (1) envelope or the inclusion of more than one (1) ballot envelope in the identifying envelope shall disqualify all ballots contained therein.
 - 3. Members not in good standing as of the Thursday before the last Friday of August of the current election year shall not have their ballots counted.
 - 4. The reason for the disqualification of any ballot shall be noted on the ballot and initialed by two (2) members of the Ballot Counting Committee.
- L. Elected Directors
 - 1. When all the votes have been counted, those candidates receiving the largest number of votes shall fill the vacancies.
 - 2. In the event of a tie for the final position, a drawing will be held to determine which candidate will fill the final position.
 - 3. These drawings will be conducted by the Ballot Counting Committee at the completion of the counting of the ballots.
- M. Certification of Election
 - 1. The Election Committee shall certify the election results as follows:
 - a. All members of the Ballot Counting Committee shall sign an affidavit listing the total number of ballots cast, the total number of valid ballots counted, and the number of invalid ballots not counted.
 - b. All members of the Ballot Counting Committee shall sign an affidavit listing all Candidates, the amount of votes received by each and their numerical ranking.
 - 2. The Association Secretary shall notify all elected Directors by regular mail no later than the Tuesday following the election certification.
 - 3. The Ballot Counting Committee Chairperson shall attend the September Board Meeting. He/she shall read all the results of the election into the official minutes. In the event the Chair of the Ballot Counting Committee cannot attend, the Association Secretary shall read the results.
 - 4. Newly elected Directors will take office on January 1st of the following year.
- N. All outside envelopes, ballots and statements of candidacy shall be retained and secured by the Association Office for a period of one (1) year from the date the election is certified.

ARTICLE VIII

8.0 COMMUNITY MANAGEMENT

8.1 Community Manager

- A. The affairs of the Association shall be administered by a Community Manager (hereinafter called the “Manager”) and such other personnel as are, from time to time, authorized by the Board of Directors.
- B. The Manager shall be the Chief Operating and Administrative Officer of the Association and shall be responsible to the Board of Directors for the management of the affairs of the Association and the execution of the policies and decisions of the Board of Directors. The Board of Directors shall choose the Manager. The Manager, at no time, may be a Director.

8.2 Illness or Absence

The Manager may designate a qualified administrative employee of the Association to perform his/her duties during his/her temporary absence or disability. In the event of his/her failure to make such designation, the Board may appoint an employee of the Association to perform the duties of the Manager during such absence or disability until he/she shall return or his/her disability shall cease.

8.3 Specific Duties

- A. The Manager shall:
 - 1. Be the Chief Operating Officer of the Association.
 - 2. Execute the Bylaws and Rules and Regulations as promulgated by the Board of Directors.

3. Appoint and have power to remove and/or appoint department heads and subordinate employees under procedures established by the Board.
4. Negotiate contracts for the Community, subject to the approval of the Board, make recommendations concerning the nature and location of community improvements and execute community improvements as determined by the Board.
5. Assure that all terms and conditions imposed in favor of the Association or its subsidiaries in any contract are faithfully kept and performed and, upon knowledge of any violation, call the same to the attention of the Board.
6. Prepare agendas for and attend all meetings of the Board, with the right to take part in the discussions, but without the right to vote.
7. Make such recommendations to the Board concerning policy formulation, as he/she deems desirable, and keep the Board and the Public informed as to the conduct of Association affairs.
8. Prepare and submit the annual budget to the Board and Budget Committee, together with such explanatory comment as he/she may deem desirable and administer the Board approved budget.
9. Perform such other duties as may be required of the Manager by Resolution of the Board.
10. Be responsible to the Board for carrying out all policies established by it and for the proper administration of all affairs of the Association within the jurisdiction of the Board.

8.4 Administration

It is the intention of these Bylaws that the Board of Directors shall act in all matters as a body, and it is contrary to the spirit of this Section for any of its members to seek individually to influence the official acts of the Manager or any other employee or for any individual member to direct or request the appointment of any person or his/her removal or to interfere in any way with the performance by such employees of their duties. The Board and its members shall deal with the administrative service solely through the Manager. Nothing herein contained shall prevent the Board from appointing committees or commissions of its own members or of Association members to conduct investigations into the conduct of any employee or department or any matter relating to the welfare of the Community and delegating to such committees or commissions such powers, as the Board may deem necessary.

ARTICLE IX

9.0 COMMITTEES

- A. Each of the Association Committees shall consist of a minimum of three (3) Association Members in Good Standing who shall serve at the pleasure of the Board. All Committee Members shall be by volunteer. Notice of the organization of all Standing Advisory Committees shall be advertised in Association mailings or the Weekly Happenings.
- B. To allow for diversity, the President may limit the number of Committees an individual property owner may serve.
- C. A minimum of one (1) Director shall be appointed by the President to each Committee to serve as a member of said committee.
- D. The President shall be an ex-officio member of all Committees and as such shall have the right to attend, but not to vote at, all meetings thereof.
- E. Directors shall not compose a majority of the members of any Standing Advisory Committee.
- F. Standing Advisory Committees
 1. Land Use and Development Committee, who shall perform the duties delegated to the Campsite Control Committee in the Restrictive Covenants
 2. Rules Enforcement Committee
 3. Election Committee
 4. Bylaw Committee
 5. Budget Committee

ARTICLE X

10.0 INDEMNIFICATION

10.1 Indemnification of Board Members

- A. The Association shall indemnify every Officer and Director, his/her heirs, executors and administrators against any and all loss, costs and expenses, including counsel fees, reasonably incurred by him/her in connection with any action, suit or proceeding to which he/she may be made a party by reason of his/her being, or having been, a Director or Officer of the Association, provided that he/she acted in good faith, and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Association, and provided that he/she shall not be finally adjudged in such action, suit, or proceeding, to be liable for gross negligence, willful misconduct or violation of a criminal statute.
- B. The foregoing rights shall not be exclusive of other rights to which the Director or Officer may be entitled. The Association shall treat all liability, loss or damage, cost and expenses incurred or suffered by the Association by reason of, or ensuing out of, or in connection with the foregoing indemnification provisions, as a common expense.

10.2 Indemnification of Trails End Employees

- A. The Association shall indemnify Trails End employees against personal liability for monetary damages for any action, or failure to take any action, unless:
 - 1. The employee has breached or failed to perform their duties in a manner he/she reasonably believed to be in the best interest of the Association, and with such care, including reasonable inquiry, skills and diligence, as a person of ordinary prudence would use under similar circumstances.
 - 2. The breach, or failure to perform, constitutes self-dealing, willful misconduct or recklessness.

10.3 Indemnification of Members

- A. The Association shall indemnify any Member of the Association against personal liability for monetary damages for any action, or failure to take any action, by reason of the fact that he/she was serving at the request of the Association, unless:
 - 1. The member has breached or failed to perform their duties in a manner he/she reasonably believed to be in the best interest of the Association, and with such care, including reasonable inquiry, skills and diligence, as a person of ordinary prudence would use under similar circumstances.
 - 2. The breach, or failure to perform, constitutes self-dealing, willful misconduct or recklessness.

ARTICLE XI

11.0 FINANCE

11.1 Fiscal Year

The fiscal year of the Association shall be from January 1st to December 31st of each year, both dates inclusive.

11.2 Financing of the Association

- A. The basic control over the expenses of the Association is through the requirement of published budgets and annual statements.
- B. Membership dues are for the purpose of funding the on-going, ordinary activities, operations and facilities of the Association as reflected in the annual budget to be adopted as herein provided.
- C. Special assessments are for the purpose of funding projects that cannot feasibly be funded from other sources, as further specified in Section 11.4.

- D. In planning for funding of the Association's activities, operations and facilities, the Board of Directors shall consider the maintenance of existing amenities and common facilities in good condition as the principal factor. The Board shall, however, also consider:
1. a policy against incurring any deficits,
 2. the establishment of adequate reserves,
 3. the maintenance of a good credit rating, and
 4. any other factors that a reasonably prudent person would consider under similar circumstances.

11.3 Annual Budget

- A. Each year, the Board of Directors shall, prior to the Annual Budget Meeting of the Members, adopt a budget for the following calendar year, which budget shall be based upon the anticipated revenues, including proposed membership dues, estimated expenses for the year and capital improvements less than 10% of the annual operating budget.
- B. The annual dues shall be set by the Board of Directors each year and may be adjusted from the prior year to reflect any percentage of increase in the average Consumer Price Index as published by the United States Department of Labor, Bureau of Labor Statistics, for the year preceding July 1 of the year in which the adjustment is made or 5%. In the event such Consumer Price Index is for any reason not available, such adjustment shall be based on some other measure of economic change published by the United States Government which, in the judgment of the Board of Directors, is comparable to the Consumer Price Index. Increases to the annual dues in any amount above those determined by the aforementioned increase, must be ratified by vote of the Membership as provided in Section 4.8 of these Bylaws.
- C. The estimated expenses shall not exceed the anticipated revenues in the annual budget. If, during the course of the year, the revenues received are less than the revenues budgeted, the Board of Directors shall make every effort to reduce expenditures accordingly to avoid deficits.
- D. Copies of the Budget shall be mailed to the Members for inspection prior to the date of the Annual Budget Meeting, and will be made available at the Meeting.
- E. The budget shall be adopted only after the Property Owners of the Association shall have had a reasonable opportunity to review the same and to comment thereon either at the hearings held thereon or through such other means as the Board may direct.
- F. Upon approval of the budget, the Board shall levy the annual assessment for each lot for the following year.

11.4 Special Assessment

- A. In addition to the annual membership dues, the Association may make special assessments of two (2) kinds: emergency and capital assessments
- B. Emergency Assessments
1. Emergency assessments may only occur under the following circumstances:
 - i. An extraordinary expense required by an order of a court
 - ii. An extraordinary expense necessary for the purpose of reconstructing or making emergency repairs or replacements of any common properties owned by the Association.
 2. Prior to the imposition or collection of an emergency assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen. The resolution shall be distributed to the members with the Notice of Assessment.
- C. Capital Assessments
1. A capital assessment may be levied for the making of substantial capital improvements in the nature of new or additional amenities of common properties.
 2. Before any capital assessment shall be levied, the Board of Directors shall:
 - i. Make a public announcement of the project to be funded by the assessment;
 - ii. Propose a budget for the proposed project, showing the estimated total cost thereof and the sources of the funds required to finance the same;
 - iii. Make that budget available for inspection by any member of the Association at the Association Office.
 - iv. Adopt a Resolution to go forward with the project, including the proposed budget and the capital assessment;
 - v. Submit the capital assessment to the Members for ratification; and
 - vi. Have the capital assessment ratified by the vote of a majority of the Members voting.

- vii. In the event the members fail or refuse to ratify the assessment, the same shall not be levied, but the Board of Directors may, by following the same procedure, submit a revised proposal to the Membership.

11.5 Payment of Bills

- A. The Board of Directors shall approve, by Resolution, a Delegation of Authority Schedule for all Association personnel.
- B. Every purchase shall be made via a Purchase Order. All purchases shall be fully itemized. The Purchase Order form will be provided by the Property Manager and approved by the Board.
- C. Each Purchase Order shall be initiated by a requisitioner and approved by the Department Head. At no time shall the requisitioner and approver of a Purchase Order be the same individual.
- D. At each Board Meeting, a schedule of all bills paid shall be submitted to the Board.
- E. All purchases over \$10,000 shall require a minimum of three (3) bids unless the vendor is a sole source.

11.6 Payment of Dues, Assessments and Fines

- A. All dues and assessments levied by the Association as provided in 11.3 of these Bylaws shall be paid to the Association in accordance with any date(s) set forth by the Board of Directors in a Motion or Resolution as approved by the Board of Directors.
- B. In no event shall annual dues be paid later than April 30 of the year said dues apply unless the Association has granted hardship.
- C. All fines levied by the Association shall be due and payable within 30 days after the day said fine is levied and notice is sent to the violator/property owner.
- D. All charges for Member Reimbursed Services shall be due and payable within 30 days after the day said service is performed.
- E. In the event any violator/property owner fails to comply with the above mentioned payment schedule(s), the Association may assess additional charges, disconnect the electrical service to the lot in question, as well as termination of common property privileges as listed in Section 3.5.
- F. Written notice of the charge and amount of payment required shall be sent to each property owner/violator at the address as it appears in the Association records.
- G. Any unpaid fines, costs, assessments or charges of any kind will be added to the Member's account and be collectable in the same manner as unpaid Association Dues.

11.7 Collection and Liens

The Trails End Property Owners Association shall have all rights afforded it by law to collect all outstanding monies owed by Members or others including, but not limited to, filing lawsuits, sheriff sales and self-help.

11.8 Priority of Lien

Conveyance of any lot shall not affect any lien for assessment provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment.

11.9 Proof of Payment

Upon written request from those authorized to receive same, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating notice of assessment.

11.10 Capital Improvement Fee

- A. A Capital Improvement Fee shall be imposed on all transfers or sales of any and all lots located within the limits of the Community.
- B. The Capital Improvement Fee shall be set at an amount equal to one-half (1/2) of the annual assessment for general common expenses charged to such lot during the current fiscal year of the Association in which said transfer or sale occurred.

- C. Capital Improvement Fees must be maintained in a separate capital account and may be expended only for new capital improvements or replacement of existing common elements, and may not be expended for operations, maintenance or other purposes.
- D. No Capital Improvement Fee shall be imposed on any gratuitous transfer of a lot between any of the following family members: spouses, parent and child, siblings, grandparents and grandchild.
- E. No fees may be imposed upon any person or entity that acquires a lot and signs and delivers to the Association at the time of such acquisition a sworn affidavit declaring the transferee's intention to re-convey such lot within eighteen (18) months of its acquisition, and completes such re-conveyance within said eighteen (18) months.
- F. The Capital Improvement Fee herein established is due and payable immediately upon either the execution of any documents evidencing a transfer herein defined or the occurrence of any act that triggers such transfer by operation of law.
- G. In the absence of an agreement between the transferor and the transferee, both the transferor and the transferee shall bear joint and separate liability and responsibility to pay the Capital Improvement Fee, and the Association may seek to impose or collect said fee against either Improvement Fee on a transfer.
- H. All Capital Improvement Fees herein assessed shall be payable to the Shohola Falls Trails End Property Owners Association, Inc.

11.11 Insurance

- A. Insurance to be carried by the Association:
 - 1. Property insurance on all common facilities,
 - 2. Comprehensive general liability insurance, and
 - 3. Other insurance the Board of Directors deems appropriate to protect the Association.
- B. If the insurance described in 1 and 2 above is not maintained, the Association shall promptly notify, by mail, all Association Members.

Pennsylvania Uniformed Planned Community Act, Section 5208, Lien of Judgment - A judgment for money against the association if and when entered of record against the name of the association in the office of the clerk of the court of common pleas of the county where the planned community is located shall also constitute a lien against each unit for a pro rata share of the amount of that judgment, including interest thereon, based on the common expense liability allocated to that unit. No other property of a unit owner is subject to the claims of creditors of the association.

11.12 Annual Report to the Members

Within 180 days after the close of the fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association.

11.13 Audit of Association

At the end of each fiscal year, the Board shall engage a certified public accountant as independent auditor to audit the books and records of the Association, to prepare tax returns and certified financial statements. The Board shall cause such certified financial statements to be printed in their entirety, including footnotes and the auditor's opinion letter, and made available to the Membership with the statutory report of the Board of Directors. In addition, the Board may order an independent audit of the books and records of the Association at any time during the year as well as set up an internal audit committee for the purpose of performing the same duties on a non-certified basis.

11.14 Funds of Social and/or Athletic Activities

All funds budgeted or collected for the benefit of any social or athletic activity organized within the Association shall be governed under the same regulations as any other funds of the Association.

- 1. All funds shall be deposited in an institution approved by the Board of Directors.
- 2. The Board of Directors shall approve all Signatories for these accounts.
- 3. All accounts shall be presented to the Association at the end of the fiscal year for inclusion in the annual audit.

ARTICLE XII

12.0 USE AND OCCUPANCY

12.1 Exclusive Camping Use

- A. No lot shall be used except for camping purposes.
- B. No lot shall be used as a primary residence.
 - 1. A charge of \$15.00 per day shall be assessed against a lot owner that is occupied or frequented by anyone, including the owner(s) of said lot, in excess of 180 days in any 365-day cycle. Said assessment shall be effective as the date of notification given by the Property Manager by regular mail.
- C. No one shall operate a business on or from any lot, or from anywhere within the Community without prior written consent of the Board of Directors.

12.2 Utilities

- A. Water and Electric Service
All full dues lots are served by water and electricity. Each and every lot for which full dues are paid is equipped with thirty (30) ampere electric service and each and every owner accepts said services and agrees to abide by such service. Any deviation from this provision, either by circumventing the existing 30-ampere circuit breakers, or replacing it with one of a different service amperage rating, shall be in violation of this Section of the Bylaws.
- B. Non-Sewered Lots
Property Owners of non-sewered lots shall assume the cost of connection, where feasible, at the time of connection. The Board of Directors or their agents will determine the feasibility and costs.

12.3 General Prohibitions

- A. No additional sewage or waste disposal structures, systems or operations whether of a permanent or temporary nature, shall be permitted on any lot.
- B. No drilling for water or digging of water wells shall be permitted on any lot.
- C. No animals or livestock of any description, except up to three (3) domestic household pets as defined by the S.P.C.A. shall be kept on a lot, and all permitted pets must be kept on leashes or safely housed at all times. Barking must be kept under control so as not to interfere with a neighbor. All owners are responsible for cleaning up after their pets, on and off their property. No pets are permitted on any recreational areas such as athletic fields and community buildings.
- D. For Sale signs and Advertisements of any kind are prohibited. During an election year, campaign signs may be posted on private properties provided they are not defamatory in any way. At no time, shall campaign signs be placed on common facilities. All campaign signs shall be removed within two (2) weeks of the completion of the election.
- E. No stripped down, partially wrecked, or junk motor or recreational vehicle or sizeable part thereof, and no discarded or abandoned material of any kind shall be permitted to be parked or stored on any lot or along a service driveway, street, or on any community property within the Community.
- F. No noxious, offensive, disorderly or illegal activities shall be carried on at any lot or common facilities.
- G. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.
- H. No storage tanks of any kind except for two (2) 100 lb. L.P. gas tanks in addition to original (towable) equipment on recreational vehicles. Also a maximum of two (2) 20 lb propane tanks for barbeques shall be permitted. All propane tanks shall follow the guidelines as outlined in the Rules & Regulations.
- I. No tree over three (3) inches in diameter shall be cut down from any lot without obtaining a permit from the Association Office.
- J. No trash, ashes, garbage or other refuse shall be dumped, or stored or accumulated on any lot. Nor shall grease, cooking oils, animal fats or detergents be poured or spilled onto the ground within the Community.
- K. No open fires of any kind shall be permitted on any lot with the exception of an enclosed campfire. Such fire must be physically attended at all times, with a charged water hose within five (5) feet of the campfire and thoroughly extinguished upon completion of use.

- L. No motor or recreational vehicle of any type may be driven or towed in a reckless manner on or along any street within the Community. Speed restrictions and noise limitations are established or changed from time to time by the Board. No excessively loud mufflers shall be allowed.
- M. The excessive use of intoxicating beverages of any kind is strictly prohibited on any common facility. Persons who appear to be under the influence shall not be permitted to enter upon or remain on common facilities or to disturb the peace on their lot.
- N. No hunting, shooting or discharging of any type of weapons, bows and arrows or other projectiles. No loaded or uncased weapons shall be transported on the property. No carrying of small arms except for security personnel. This provision shall be in effect whether or not the weapon is permitted or registered, unless by a jurisdictional law enforcement officer.
- O. Off the road, non-licensed motor vehicle regulations will be established, or changed from time to time, by the Board by Resolution. These regulations will be posted and mailed as required. This is to include, but not limited to, regulations on the operation of mini-bikes, trail bikes, skimobiles, and snowmobiles, ATVS or go-karts.
- P. Restrictions on the number of recreational vehicles permitted on a lot are explained in the Restrictive Covenants except for whatever means of transportation a Member may have.
- Q. The storage of commercial vehicles on any lot is prohibited. Commercial vehicles shall be defined as those displaying commercial license plates, or lettered in such a way as to advertise a business, or other commercial concern. Pick up trucks, vans, etc., lettered or not, that are used as transportation of Members or guests are permitted. Stored vehicles are defined as vehicles left at a lot that is not occupied in excess of 14 days.
- R. Green Areas and Common Areas shall not be altered in any way without written approval of the Board of Directors.

12.4 Property Improvement

- A. Fencing
 - 1. Association permits are required for any fencing installed on any lot. The Land Use and Development Committee will establish guidelines on the type and placement of fences.
 - 2. Chain link or stockade fences will not be allowed.
 - 3. Fences may not be placed across the front of any lot.
- B. Carports
 - 1. Portable carports, a maximum of 10 feet wide by 20 feet long, shall be allowed.
 - 2. Carport legs may not be cemented into the ground or affixed in any way as to make them permanent. The legs may be placed in pots or pails filled with sand or rocks to hold them down. In addition a decorative weight may be placed around the legs to hold them down but, in no case, can the weights, pails or pots go into the ground.
 - 3. Only one such carport shall be allowed per lot. Property owners with adjoining ¼ dues lots may also have one carport on that lot. No sides of any kind will be allowed, whether they came with the carport or not.
 - 4. Carports must have original components; tarps, 2 x 4 lumber, pipes, etc., shall not be used as a substitute for original parts.
 - 5. These guidelines have been established to allow cars to be parked within a carport for protection. They are not to be used for additional living space or as a solid garage.
- C. The Land Use and Development Committee will prepare regulations involving the design and construction of structures permitted on a lot and not covered by the Restrictive Covenants, these Bylaws or Local Zoning and/or Building Codes. All regulations shall require approval by the Board of Directors prior to implementation.

12.5 Remedial Action

The Association has the power to take immediate steps to correct or remedy any emergency situation involving any lot within the Trails End Community. The cost of such remedial action shall be assessed to the lot and shall be collectable in the same manner as unpaid Association dues.

ARTICLE XIII

13.0 RULES AND REGULATIONS

13.1 Guests

Guests are obligated to abide by the Rules and Regulations, Bylaws, and Restrictive Covenants of the Association. Members authorizing guests are responsible for their actions including financial responsibilities.

13.2 Speed Limit

The speed limit on all roads within the Community is ten (10) mph.

13.3 Curfew

With the exception of an emergency or Association conducted activities, the quiet hours within the Community are from 12 Midnight to 8 a.m. The curfew for minors within the subdivision Community is 12 Midnight.

13.4 Clubhouse Rules

- A. Clubhouse Rules and Regulations will be established by the Board or a Committee appointed by the Board.
- B. These Rules and Regulations will be posted as required.

13.5 Pool Rules

- A. Pool Rules and Regulations will be established by the Board or a Committee appointed by the Board.
- B. These Rules and Regulations will be posted as required.

13.6 Rental of Property

All renters must follow the Rules and Regulations, Bylaws and Restrictive Covenants of the Association. The owner, or their agent, as part of their responsibility, will provide the renter a copy of the latest Rules and Regulations, Bylaws and Restrictive Covenants. The owner, or their agent, must also provide the following information to the Association Office:

- A. Length of rental
- B. Renter's name, address and copy of governmental photo ID
- C. Number of occupants
- D. A signed form indicating the renter has been given and will comply with the Rules and Regulations, Bylaws and Restrictive Covenants of the Association. This form is to be signed by the owner and renter.
- E. Non-members, including renters, will not be issued Bar IDs.
- F. Renters will be considered guests.
- G. Renters will not be issued gate cards.

ARTICLE XIV

14.1 Ranking of Rules Governing the Association

- A. Applicable Law
- B. Declaration of Restrictive Covenants
- C. Bylaws
- D. Rules of Order
- E. Standing Rules & Regulations
- F. Resolutions
- G. Custom

14.2 Automatic Amendment Provision

The Bylaws shall be amended automatically by any enactment of Local, State or Federal legislation that shall affect any of the provisions of these Bylaws.

14.3 Amendment By Members and/or the Board of Directors

- A. Suggestions to amend the Bylaws may be presented by any Board Member or by any Member of the Association in Good Standing.
- B. All proposed changes shall be in writing and shall contain the full text of the proposed amendment and a statement of no more than 500 words explaining the need for the amendment.
- C. All proposed Bylaw change(s) shall be presented to the Board of Directors at a regularly scheduled meeting, read and discussed by the Board of Directors at the next regularly scheduled meeting, further discussion and vote at the third regularly scheduled meeting.
- D. However, the Board of Directors may vote on the feasibility of such proposed change(s) at the 2nd reading and determine if further action is required.
- E. Any proposed changes must be submitted to the general membership by mail ballot to be ratified prior to adoption.
- F. Any proposed amendment to the Bylaws by a petition signed by 10% of the Members in Good Standing shall require the mailing of a ballot to the Membership on the proposed Amendment.
- G. An affirmative vote of 2/3 of the ballots cast is required for ratification, provided a quorum is met.

14.4 Severability

Every one of these Bylaws is hereby declared to be independent of, and severable from, every combination of Bylaws. Therefore, if any of the Bylaws shall be held to be invalid, or to be unenforceable for any reason, such invalidity will not affect the enforceability of any other Bylaw or Bylaws.

ARTICLE XV

15.0 MISCELLANEOUS

15.1 Records Retention

The Administration Office of the Shohola Falls Trails End Property Owners Association shall retain the following documents for the length of time specified herein:

- A. Records and documents for each lot within the Community.....Permanently
- B. Minutes of Board Meetings.....Permanently
- C. Audio Tapes of Board Meetings.....One Year
- D. Ballots and Tally Sheets on any matter that requires a vote of the
Membership of the TEPOA.....Three (3) Years
- E. Bank Statements / Cancelled Checks.....Seven (7) Years
- F. Invoices / Statements / Bills of the Association.....Seven (7) Years
- G. Security Reports.....Seven (7) Years
- H. Tax Returns of the Association.....Seven (7) Years
- I. Contracts.....Seven (7) Years after Expiration
- J. Correspondence.....Three (3) Years
- K. Legal Matters.....Permanently

APPENDIX I

RULES ENFORCEMENT COMMITTEE

Any person who allegedly violates any Rule or Regulation is entitled to Due Process as outlined in this Procedure. Any Member who receives a written warning or citation from an authorized Association personnel pursuant to Article III, Section 3.6, shall have the following rights and obligations:

1. The Member shall be notified, in writing, by the Association Office of:
 - a. The date the warning or citation was issued.
 - b. The persons to whom the warning or citation was issued.
 - c. The alleged offense(s).
 - d. The penalty that has been assessed by the Board for the violation.
 - e. The rights of the Member under this Procedure and the Bylaws.
 - f. Any such other information that the Association deems appropriate or relevant.
2. Upon written notification by a Member of their intention to plead Not Guilty, the Association Office shall schedule a hearing before the Rules Enforcement Committee and notify the Member, in writing, of the date and time of the Hearing.
3. The Association Member shall notify the Association Office within ten (10) days of receiving the Meeting Schedule of any request for a postponement of the Hearing. Notification shall include the reason for requesting a postponement and requested reschedule date. Absent emergency circumstance, only one (1) postponement will be allowed. If physical presence of the defendant is not possible, written statements and evidence may be submitted on their behalf.
4. The Association Office shall notify, via email or telephone, the Chair(s) of the Committee and the President of the Board of Directors of any requested postponement. The Chair(s) shall review the request, and Hearing Calendar, to determine whether or not to grant the postponement.
5. The Committee Chair(s) shall notify the Association Office, via email or phone, of their decision whether or not to grant the requested postponement within 24 hours. If there are any discrepancies between the Chair(s) regarding the decision on the postponement, the President of the Board of Directors shall be contacted and shall make a final decision on whether or not to grant the postponement.
6. The Association Office shall notify the Association Member, by telephone, of the decision of the Committee whether or not to grant their request for a postponement within 24 hours after receiving the decision by the Committee.
7. The Association Office shall provide a copy of the Committee calendar to the Security Captain who shall be responsible for scheduling the Security Officers required to be present at the Hearing.
8. All Hearings of the Rules Enforcement Committee shall follow the Appeals Procedure of this document.

Appeals Procedure

1. The Chair of the Committee shall call the meeting to order.
2. The Chair shall introduce all Board Members present at the hearing by name. Association Committee Members shall be introduced just as Property Owners and not by name.
3. The Chair shall read the violation.
4. The Chair may have the Security Officer provide any information deemed necessary or present any evidence and/or witnesses.
5. The Defendant may then state their defense, including any evidence and/or witnesses they may present on their behalf.

6. The Committee Members may pose any questions they may have about the incident to the Defendant, Witnesses or Security Officers.
7. Upon completion of all testimony, the Chair shall adjourn the meeting and notify the Defendant that they will be notified by mail of the Committee's decision within ten (10) days.
8. The Committee Members shall deliberate and vote on the case. A majority vote will decide the Verdict.
9. The Chair shall notify the Office of the Decision of the Committee.

Notification of Committee Decision

1. Upon receipt of the verdict by the Committee, the Association Office shall notify the Association Member, in writing, of the decision of the Committee.
2. Any fines imposed by the Committee shall be considered a Special Assessment and, if not paid within 30 days of written notification of the decision of the Committee, such fines shall be entered on the appropriate Member's account as due and owing to the Association.

Note: All notifications to an Association Member shall be made via the US Post Office.

APPENDIX II

LAND USE AND DEVELOPMENT COMMITTEE

The Land Use and Development Committee shall continually review the policies and procedures adopted by the Board of Directors with respect to the Construction of structures, placement of recreational trailers, and the use of, and activities on, the land belonging to the Members within Trails End; and make recommendations to the Board of Directors concerning the modification thereof.

The Land Use and Development Committee shall be responsible for the enforcement of Policies and Procedures adopted by the Board of Directors; and shall regularly report to the Board with respect thereto.

Guidelines for violations specified in Article 12:

1. Violations identified and confirmed by the Committee shall be presented to the Board of Directors.
2. A certified letter shall be sent, with pictures, to the property owner informing them of the violation. In addition, a proof of mailing shall be obtained from the Post Office and placed in the property owner's file.
3. The property owner will have 30 days from the date of the mailing to reply.
4. Failure to reply to a violation of Article 12.3.E will result in the removal of the trailer or vehicle from the lot. Said trailer or vehicle will be held at the Trails End dump for a minimum of 30 days for owner pick up.
5. Trailers or vehicles removed from lots for violation of Article 12.3.E, and not removed from the Trails End dump by the owner, shall be disposed of after the 30-day grace period.
6. If during the 30-day period another person or agency lays claim to the trailer or vehicle, they shall be held responsible for its removal.
7. Collapsed structures or scrap material removed from a lot will be disposed of immediately.
8. All violations will be documented with statements and pictures. Violations will be read into the regular minutes of the Board Meeting and placed into the property owner's file.
9. The property owner will be held responsible for all costs incurred by Trails End in the removal and disposal of said violation.

GLOSSARY

The terms, as used in these Bylaws, are defined as follows:

Accountable Plan: Individuals must have paid or incurred expenses while performing services for the Association. The individual must adequately account for the expenses within a reasonable period of time. Any excess reimbursement must be returned within a reasonable period of time.

Amendment: The process by which these Bylaws are changed.

Association: Means and refers to Shohola Falls Trails End Property Owners Association, Inc., the legal corporate entity that is the owner of all the roads, parks and recreation amenities with the Community. The term "Association" shall also include the Trails End Land Company, Inc., and any other subsidiary of the Shohola Falls Trails End Property Owners Association, Inc.

Audit: An examination of Association financial records conducted by a Certified Public Accountant selected by the Board of Directors.

Ballot: A document produced by the TEPOA for the purpose of enabling a Member to cast a valid vote for the purpose specifically stated thereon.

Board / Board of Directors: Individuals elected by the membership (or with members appointed by the Board to fill a vacancy thereon as specified in Article 5.5) to manage the Association and preserve the Corporation.

Bylaws: Governing guidelines, rules, regulations and restrictions established for and by the Membership for the purpose of preserving the Corporation and ensuring the rights of the Members.

Common Facilities: Any land or building that has been granted, conveyed or dedicated to the Association by Shohola Falls Trails End, Inc., its successors or assigns for the common use and enjoyment of the owners and lawful occupiers of the Community including, but not limited to roads, walkways, green areas, comfort stations, clubhouses, swimming pools, athletic facilities, and other facilities or land constructed and/or purchased by the Association that is specifically designated as common facilities by the Association for the use of the Membership.

Community: Shohola Falls Trails End (AKA TE) as the same may be shown on the maps thereof recorded from time to time.

Declaration: The consolidated Declaration of Restrictive Covenants for Shohola Falls Trails End dated the 8th day of July, 1997, Record Book 1378, Page 278; as the same may be supplemented or amended from time to time.

Director: An individual elected to the Board in accordance with Article VII, Election of Directors, or appointed to that position as provided in these Bylaws.

Easement: The right held by a person or entity in land owned by another person or entity.

Front Property Line: The boundary line of any lot that borders a roadway. In the event that more than one property line borders a roadway, the front property line shall be the property line that is shortest in distance of the two (2).

Lot: A subdivided parcel of land numbered and identified on the recorded plot plans of the Community known as Shohola Falls Trails End, recorded in Pike County Plat Book 8 at Page 149, and other plat books and pages of Pike County, as amended. All lots in the Community of Shohola Falls Trails End may be privately owned and are subject to all the Restrictive Covenants, Bylaws, Rules and Regulations promulgated from time to time by the Shohola Falls Trails End Property Owners Association, Inc., except that any such lot owned by Shohola Falls Trails end Property Owners Association, Inc., its subsidiary, Trails End Land Company, Inc., or other subsidiaries and assigns, shall not be subject to such regulations.

Member: Any person or entity owning property in the Community in accordance with Article III of the Bylaws, and as set forth in the Declaration of Restrictive Covenants.

Member in Good Standing: A Member that is not delinquent with regard to any monies owed to the Association for dues, fines, fees, services and/or materials purchased through the Association.

Member Reimbursed Service (MRS) - Specific services offered to members for a fee. MRS will not be provided to any Member not in Good Standing and delinquent MRS will become a lien.

Owner: Any person or entity that is grantee in deed, an heir or devisee through an estate, or an equitable owner of any lot through an Agreement of Sale or other means would be considered an owner of such lot at Shohola Falls Trails End.

Primary Residence: Any lot in which any occupant thereon is physically present and occupied or frequented said lot at least one hundred and eighty (180) days out of any three hundred and sixty-five (365) day period. For purposes of determining the 180 days, the physical presence in the community regardless of duration, on any day shall count towards this 180-day period. Access to the community via a visitor pass or gate card shall result in residence assessed to the lot in question as well as the individual occupying the lot. All methods to be determined by the Board of Directors as to means of computing use shall be valid. No lot shall be occupied or frequented in excess of 180 days out of any 365-day period.

Real Common Property: fixed, permanent or immovable things

Recreational Vehicle: A vehicle that is driven or towed in which the occupants can actually live, and which contains a manufacturer's seal certifying compliance with the standards of the Recreation Vehicle Industry Association.

Rules and Regulations: The body of rules and/or regulations adopted by the Board of Directors regarding conduct and procedures to be followed within the Community

Setback: A designated area around the perimeter of the lot that determines how far in distance from any of the boundary lines of that lot certain authorized structures or recreational vehicle(s) can be physically located.

Voting Member: The one (1) member of any lot who shall be entitled/designated to vote on all matters pertaining to the Association.