

**Woodland Hills Association**

**Bylaws**

Approved at September 11, 2021  
Membership Meeting

**Woodland Hills Association  
7 Pine Tree Court  
Lakeville, Pennsylvania 18438**

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## Article I. ORGANIZATION

- Section 1.01 The name of the Association shall be “Woodland Hills Association.”
- Section 1.02 The Woodland Hills Association is a Pennsylvania nonprofit corporation created through the filing of Articles of Incorporation with the Pennsylvania Department of State on August 25, 1972.
- Section 1.03 The fiscal year of the Woodland Hills Association shall run from January 1 to December 31.
- Section 1.04 The registered address for Woodland Hills Association is: Woodland Hills Association, 7 Pine Tree Court, Lakeville, PA 18438.

## Article II. DEFINITIONS

- Section 2.01 WOODLAND HILLS ASSOCIATION (WHA): the Woodland Hills Association that is administered by the Board of Directors and directed by these Bylaws.
- Section 2.02 BOARD OF DIRECTORS: nine (9) elected directors with four (4) of the nine Directors being officers. The Board of Directors is vested with the management of the business affairs of the WHA, as set forth in these Bylaws.
- Section 2.03 BYLAWS: the written code of rules adopted by WHA for the regulation and management of the WHA affairs and for the governance of the membership.
- Section 2.04 LOT(S)/UNIT(S):
- A. “Lot” refers to any original lot in the Woodland Hills community when originally developed by Gumble Brothers Development Corp. and recorded in the Recorder of Deeds Office in and for Wayne County, Pennsylvania in the following Map Books:
    1. Section 1: Map Book 13, page 94 and Map Book No. 42, page 73.
    2. Section 2: Map Book 14, page 97 and Map Book No. 39, Page 53.
  - B. “Unit” per the Uniform Planned Community Act, 68 Pa. C.S. § 5101 means a physical portion of the planned community designated for separate ownership or occupancy, the boundaries of which are described pursuant to section 5205(5) (relating to contents of declaration; all planned communities) and a portion of which may be designated by the declaration as part of the Controlled Facilities.
- Section 2.05 WHA MEMBER: any person, firm, corporation, or trust that holds title to a Lot(s)/Unit(s) in the Woodland Hills Community. All Lot(s)/Unit(s) owners become Members of the Woodland Hills Association immediately upon purchase of a lot(s)/unit(s).
- A. MEMBER IN GOOD STANDING (MGS): have fully paid and discharged all dues, assessments, liens, fines, charges, and/or penalties imposed or levied upon him/her the owner by the WHA and are otherwise in compliance with the WHA Governing Documents ( Covenants, Bylaws and Rules & Regulations). MGS are eligible for:
    1. Candidacy for any Board of Director position only if a MGS for at least 45 days prior to an election;
    2. Voting in WHA elections or other Membership votes;
    3. Participation with or serving on any WHA committees;
    4. Use of WHA Recreational Common Areas and WHA Members-Only designated property;
    5. Use of PPL Shoreline Use Permits granted by license to WHA; and
    6. Attendance and participation in WHA meetings.
  - B. MEMBER NOT IN GOOD STANDING (MNGS): have not fully paid and discharged all dues, assessments, liens, charges, and/or penalties imposed or levied upon him/her by the WHA and/or are not in compliance with the WHA Governing Documents. MNGS shall not enjoy the rights of Members in Good Standing as described above. MNGS will have ten days after notification by WHA to remediate all dues, assessments, liens, charges, penalties and/or compliance issues in order to return to being a Member in Good Standing.

- Section 2.06 **CAPITAL EXPENSES:** Expenses of the WHA used for acquisitions and major improvements of the WHA Common Areas.
- Section 2.07 **CHARGES:** Any assessments, dues, fees, fines, interest, penalties, attorney fees, court costs, sheriff fees, and any other lawful charges imposed upon the Lot(s)/Unit(s) by the WHA.
- Section 2.08 **COMMON AREAS:** Real estate or physical property that is owned/controlled by the WHA (community properties such as tennis court, well properties and reserve areas).
- Section 2.09 **CONTROLLED FACILITIES:** Any real estate or WHA owned property within the community that is not a common facility, but is regulated, managed, insured, and controlled by WHA (i.e., road right of way easements, central water system, lakefront areas owned by PPL and controlled by WHA as per PPL's License agreement with WHA).
- Section 2.10 **OPERATING AND MAINTENANCE CHARGES:** Expenses providing for the repair, management, maintenance, and care of WHA Common Areas and obligations as cited in these Bylaws.
- Section 2.11 **TENANTS:**
- A. **SEASONAL TENANTS:** A person or persons who are renting or leasing Unit(s) within the Woodland Hills Association from a current WHA member/owner for any term other than yearly. Seasonal tenants may not attend WHA Membership Meetings and Board Meetings. No voting privileges are held by Seasonal Tenants.
  - B. **RESIDENT TENANTS:** A person or persons who are renting or leasing a Unit(s) within the Woodland Hills Association on a minimum yearly basis from a current WHA member/owner but does not own the property, nor is named on the deed. Resident Tenants may attend Membership Meetings and Board Meetings. No voting privileges are held by Resident Tenants.
- Section 2.12 **GUEST:** A person who is not a property owner or tenant in the Woodland Hills Association community and has been invited to enter the Woodland Hills Association community by a specific owner/member or the owner's/member's tenant. Guests may not attend WHA Membership Meetings or Board Meetings.
- Section 2.13 **CONTRACTOR:** A person, company or corporation performing service or delivering material supplies, or goods within the Woodland Hills Association including the contractor's employees and/or agents.
- Section 2.14 **BOAT / WATERCRAFT:** Includes but not limited to ski boats, fishing boats, sail boats, catamarans, canoes, inflatable boats, pontoon boats and personal water craft/jet skis.
- Section 2.15 **DEED COVENANTS:** The conditions and restrictions found in each unit's chain of title, which shall constitute the Declaration for Woodland Hills and run with the land.
- Section 2.16 **CERTIFICATE OF ENTITLEMENT:** A document issued by the WHA Secretary to a Member in Good Standing who has purchased the right to a dock slip. Each Certificate shall include the dock slip location, shall be signed and dated by the WHA President at time of issuance and shall be stamped with the WHA Corporate Seal.
- Section 2.17 **DIRECTED PROXY:** A method for voting at a Membership Meeting when the WHA Member cannot attend in person. The Directed Proxy is a voting form which requires the member to specify (direct) how they want their proxy to be voted. A Directed Proxy may also be used to establish a quorum.
- Section 2.18 **SHORT TERM RENTAL –** Any dwelling as a single- family residence rented for the purpose of overnight lodging for a period of thirty (30) days or less. Said rental would be rented or leased by a Seasonal Tenant as defined in Section 2.11.
- Section 2.19 **DWELLING UNIT –** One or more rooms, occupied or intended for occupancy, as separate living quarters by a single family maintaining a household, the members of which have unrestricted access to all other parts thereof, with cooking, sleeping, and sanitary facilities provided therein, for the exclusive use of that single family.

### **Article III. PURPOSE**

Section 3.01 The purposes of the WHA are:

- A. To insure the present and future residential living conditions relating to the health, safety, public morals, convenience, comfort and beauty of Lot(s)/Unit(s) in a development of lands in Paupack Township, Wayne County, Pennsylvania, known as Woodland Hills.
- B. To regulate, inspect, administer, approve, and obtain compliance generally with the restrictions and conditions as to the use of all community property and amenities such as, but not limited to, buildings, roads, rights-of-way, land, central water systems, access areas, etc., as deeded to the association by the developer, its successors or assigns, or any such property obtained by incidental and related activities so as to carry out the general purposes first herein stated, that this Corporation does not contemplate pecuniary gain or profit, incidental or otherwise, to its members.

Section 3.02 The purpose of these Bylaws is to provide a means for the WHA Corporation, its Board of Directors and its Membership to regulate and administer all matters of common interest in the Woodland Hills Association, to do all things necessary for the health, welfare, improvement, and preservation of the values and amenities of the WHA community.

Section 3.03 The above enumeration of purpose shall be construed as illustrative and not as a limitation of the WHA Board of Directors to exercise such other reasonable and necessary powers as may be permitted by law in the conduct of its affairs.

### **Article IV. MEMBERSHIP**

Section 4.01 Any person, firm, corporation, partnership, association, trust or other legal entity that has received a deed for a Lot(s)/Unit(s) in the Woodland Hills Community shall become a Member of the WHA.

Section 4.02 If a Lot(s)/Unit(s) is owned by more than one person, then all of the persons owning said Lot(s)/Unit(s) shall be Members of the WHA and exercise all the other rights of a Member which are granted herein. However, the vote associated with a Lot(s)/Unit(s) shall be cast only by one of the lot/unit owners.

Section 4.03 Membership in the WHA shall mean that Lot(s)/Unit(s) owners, their guests and family members agree to comply with these Bylaws, and all amendments, as well as such policies, Rules and Regulations, etc. as adopted by the WHA. Moreover, each lot/unit owner shall be responsible for the actions of their guests and family members.

Section 4.04 Members in Good Standing in WHA generally shall have the privilege to attend, participate and vote at membership meetings, elect directors, serve as association directors, officers or committee-members, to receive association services, participate in other affairs and events, and to use the common facilities and areas of WHA, subject to criteria, standards, limitations, restrictions, and qualifications as may be prescribed by law or the WHA Governing documents or as established by authority of the Board of Directors.

Section 4.05 Membership in WHA shall be terminated when a WHA Member sells their Lot(s)/Unit(s).

Section 4.06 Each Member is required to pay their allocable share of:

- A. Operating, Administrative and Maintenance expenses of the Common Areas.
- B. Capital Improvement expenses of the Common Areas.

Section 4.07 Each Lot(s)/Unit(s) owner is responsible for maintenance and repair of their Lot(s)/Unit(s). Each Lot(s)/Unit(s) owner shall afford to the Woodland Hills Association access through their Lot(s)/Unit(s) land as reasonably necessary for repairs and maintenance.

### **Article V. MEMBERSHIP MEETING**

- Section 5.01 The Association shall have a minimum of two meetings per year.
- A. One meeting shall be designated as the Annual Membership Meeting,
  - B. The other meeting shall be designated as the Regular Membership Meeting
- Section 5.02 Regular Membership Meeting - The Regular Membership Meeting of the WHA shall be held on a weekend at a time and place selected by the Board of Directors. Typically, this will be in the month of May or early June. The Secretary shall mail via US Post and/or email to every Member at their address as it appears in the Membership Roll Book of the WHA, a notice indicating the time and place of such Regular Membership Meeting. This notice shall be postmarked via US Post and/or email dated at least thirty (30) days prior to the meeting. An agenda for the meeting will be included with the notice and no business other than that specified shall be transacted at the meeting
- Section 5.03 Annual Membership Meeting - The Annual Membership Meeting of the WHA shall be held on a weekend at a time and place selected by the Board of Directors. Typically, this will be in the month of September. The Secretary shall mail via US Post and/or email to every Member at their address, as it appears in the Membership Roll Book of the WHA, a notice indicating the time and place of such an Annual Membership Meeting. This notice shall be postmarked via US Post and/or email dated at least thirty (30) days prior to the meeting. An agenda for the meeting will be included with the notice and no business other than that specified in the meeting notice shall be transacted at the meeting.
- Section 5.04 Special Membership Meetings
- A. A Special Membership Meeting of the WHA may be called by the President with approval of a majority of the Board of Directors or may be called by a majority of the Board of Directors.
  - B. A Special Membership Meeting may also be called upon the written petition (which states the reasons for the meeting) of twenty (20) WHA Members in Good Standing. The Secretary shall mail via US Post and/or email to every Member at their address, as they appear in the Membership Roll Book of WHA, a notice stating the time and place of any such Special Membership Meeting. This notice shall be postmarked via US Post and/or email dated at least thirty (30) days prior to the Special Membership Meeting. Special Membership meetings require the attendance of the President and a majority of the Board of Directors.
  - C. No business other than that specified in the petition/notice may be conducted or transacted at the Special Membership Meeting.
  - D. Notice of Regular and Annual WHA Membership Meetings and regular Board of Directors Meetings shall be posted on the Woodland Hills Association bulletin board 7 days prior to the meeting. Notice of WHA Membership Meetings are also emailed and/or sent via US mail to the membership in the meeting packet. Notice of regular BOD Meetings may also be emailed to members who have provided their email addresses to the WHA Secretary.
- Section 5.05 Quorum
- A. The presence of not less than twenty percent (20%) of the Members in Good Standing, in person or by proxy, shall constitute a quorum and shall be necessary to conduct WHA business at any regular or special Membership Meeting.
- Section 5.06 Absence of Quorum:
- A. In the absence of a Quorum, the meeting shall be adjourned for a period of not more than 45 days and shall be rescheduled.
  - B. The Secretary shall mail via US Post and/or email to every Member at their address, as it appears in the WHA Membership Roll Book, a notice stating the time and place of the rescheduled Meeting as approved by the Board of Directors. This notice shall be postmarked via US Post and/or email dated at least fifteen (15) days prior to the rescheduled Meeting and shall attach the meeting materials as sent for the originally scheduled meeting.

## **Article VI. VOTING**

- Section 6.01 Only Members in Good Standing are eligible to vote.
- Section 6.02 Voting shall be done by ballot unless otherwise specified.
- Section 6.03 Each Membership with identical lot/unit ownership per Wayne County Tax Assessor records is entitled to only one vote per membership, regardless of the number of lots/units owned.
- Section 6.04 In the case of multiple owners of a Lot/Unit, only one owner shall be the voting Member for the other co-owners of the property.
- Section 6.05 Proxy Votes
- A. Votes may be cast by Directed Proxy.
  - B. All Directed Proxy votes shall be in writing on proxy forms prescribed by the Secretary.
  - C. Separate Directed Proxies shall be prepared for each actionable item (including elections) and mailed via US Post and/or emailed to each MGS thirty (30) days prior to the Membership meeting.
  - D. All Directed Proxy ballots shall have specific voting instructions and will be used only for topics on the meeting agenda.
  - E. All Directed Proxy ballots shall be signed and dated by the Member eligible to vote on the form as mailed.
  - F. Original Directed Proxy ballots must be delivered via US Post mail or hand delivered to the Secretary at least ten (10) days before the Membership meeting. Scanned or emailed proxy ballots will not be accepted.
  - G. Prior to the Membership Meeting, the Secretary will review all Directed Proxy ballots and will ensure they are properly completed. Improperly completed proxies will be rejected.
  - H. In election years, all nominated candidates for the five (5) Board Directors and four (4) Board Officers will be on one separate Directed Proxy.
- Section 6.06 Voting at Membership Meetings
- A. All votes at the Membership meeting shall be on ballot forms prescribed by the Secretary. Separate ballots shall be prepared for each actionable item (including election of Directors). There shall not appear any place on such ballot, or any mark that might tend to indicate the person who cast the ballot.
  - B. All ballots shall have specific voting instructions and will be used only for topics on the meeting agenda as mailed 30 days prior to the Membership meeting. Ballots and votes cast via Directed Proxy shall be double counted by the assigned ballot counters for each vote, confirmed by the Secretary and recorded by the Secretary.

## **Article VII. ELECTIONS AND TERMS OF OFFICE**

- Section 7.01 Every two (2) years, five (5) Directors and four (4) Officers including President, Vice President, Secretary and Treasurer of the WHA Board shall be elected by the WHA Membership at the Annual Membership Meeting.
- Section 7.02 All nine WHA Board Officers and Directors shall be elected for a two year term. No Director may hold more than one (1) Officer position at a time.
- Section 7.03 Any Member of the Board of Directors must remain a Member in Good Standing to retain their elected Directorship.
- Section 7.04 During election years, a Nominating Committee shall be appointed by the Board of Directors.
- A. The Nominating Committee shall consist of a maximum of five (5) but not less than three (3) Members in Good Standing. No member of the Nominating Committee shall be a candidate for office or an immediate relative of a nominee.

- B. Nominations may be made up to forty-five (45) days prior to the Annual Membership meeting in election years to assure sufficient time for directed proxy forms to be printed and included in the meeting notice mailed via US Post and/or emailed to the membership. In addition to Nominations developed by the Nominating Committee, Members in Good Standing may independently advise the Nominating Committee of their interest in standing for election to the Board of Directors.
- C. The Nominating Committee shall provide the list of nominees to the Board of Directors forty (40) days prior to the election to assure directed proxy forms may be prepared for mailing to the membership by the Secretary.

Section 7.05 A committee of three MGS chosen by the President from the membership present at the membership meeting shall act as ballot counters and shall give results to the Secretary for each voted topic or election.

Section 7.06 Newly elected Members of the Board of Directors shall assume duties of office as of January 1st following the election.

Section 7.07 By January 15<sup>th</sup> following the Membership Meeting elections, the newly elected Board of Directors will hold an organizing meeting to plan a schedule for Board and Membership Meetings for the following year.

## **Article VIII. ORDER OF BUSINESS AT MEETINGS**

Section 8.01 The order of business at meetings of the WHA membership or Board of Directors shall be:

- A. Roll call
- B. Approval of the minutes of the preceding Membership or Annual Meeting
  - 1. Reading of the minutes at Membership Meetings shall be done if approved by ballot vote of two thirds of MGS present
- C. President's Summary Report
- D. Board of Director Elections (Membership Meetings Only)
- E. Proxy Discussion
- F. Call for Votes to be made and then counted by appointed volunteers (2)
- G. Reports of Board Officers and Directors as applicable
  - 1. Treasurer - Financial Reports
  - 2. Director leading Dock Management
  - 3. Director leading Central Water System Management
  - 4. Director leading Common Area Management
  - 5. Other Director's Reports
- H. Special Committee Reports
- I. Unfinished Business
- J. New Business
- K. Open Discussion from the Floor
- L. Good of the Order
- M. Adjournment

Section 8.02 In cases where parliamentary procedure is not covered by these Bylaws, the President or designated Chairperson shall be ruled by Webster's New World Robert's Rules of Order, Simplified and Applied.

Section 8.03 The President, with Board Approval, may hire or appoint a Parliamentarian for his/her term of office or for any BOD or Membership meetings.

## **Article IX. BOARD OF DIRECTORS**

Section 9.01 Board of Directors composed of nine (9) Directors, four (4) of whom are Officers (President, Vice President, Secretary and Treasurer), shall administer the WHA affairs.

Section 9.02 Officers and Directors shall not receive compensation for their services.



- Section 9.03 The Board of Directors shall be individually reimbursed for reasonable expenses incurred directly as a result of carrying out their duties, upon approval by the Board.
- Section 9.04 The Board of Directors shall manage the affairs of the WHA and shall have the powers provided by these Bylaws which include, but are not limited to the following powers and duties:
- A. To designate a banking institution for WHA funds.
  - B. To enter into contracts within the limits of the approved budget.
  - C. To employ persons to adequately maintain WHA Common Areas, Controlled Facilities and property within the limits of the approved budget.
  - D. To collect dues, fees, special assessments and/or other charges from the WHA Members.
  - E. To impose and collect approved late fees, or take necessary legal action, for violations of the Bylaws and Rules & Regulations.
  - F. To adopt rules and regulations for the use, operation, maintenance and conservation of the Common Areas and Lots/Units approved by the Membership.
  - G. To secure insurance for the Common Areas against loss from fire and/or other casualty and for the WHA against public liability.
  - H. Provide for enforcement of the provisions of these WHA Bylaws, Rules and Regulations and Covenants.
  - I. To determine whether the action of any Member violates any WHA Bylaws, and/or Rules and Regulations, and if so, to fix the penalty for such violation.
  - J. To collect delinquent charges by legal action or seek damages from WHA Members for violation of the WHA Bylaws, and Rules and Regulations approved by the membership.
  - K. To sue or defend law suits in the WHA name.
  - L. To take any and all other actions as authorized by law.
- Section 9.05 Upon adoption of the approved WHA Budgets, the Board of Directors shall be bound by these expenditures and shall not exceed the total by ten (10) percent of the individual budget without the approval of the WHA Membership obtained at a membership meeting after proper notice.
- Section 9.06 Board of Directors Quorums and Voting
- A. Five (5) members of the Board of Directors shall constitute a quorum for the transaction of business.
  - B. Each member of the Board of Directors shall have one vote. Proxy voting is not allowed.
- Section 9.07 Votes may be cast by ballot, a show of hands or spoken such that all BOD members can hear. The roll call vote shall be recorded. Board approval of an item shall require a simple majority of the Board Members who are participating in the meeting.
- Section 9.08 Vacancy, Replacements and Removals
- A. Any vacancy occurring in the Board of Directors shall be filled by a nomination by the President and approved by a majority of the remaining Board of Directors.
  - B. An Officer or Director approved to fill a vacancy shall serve for the remainder of the unexpired term.
  - C. Any or all of the Board of Directors may be removed with or without cause by a vote of two-thirds (2/3) of the Members in Good Standing at a Membership Meeting.
- Section 9.09 Board of Directors Meetings
- A. Regular meetings of the Board of Directors shall be held as often as necessary for management of WHA business matters. These meetings shall be held at minimum on a quarterly basis.
  - B. The President or Secretary shall call regular meetings of the Board of Directors with a minimum seven (7) days' notice with each Director being notified either in writing, via phone, email, or face to face. This notice to the Board members shall state the time, place and purpose of the meeting.
  - C. Special Board of Directors meetings shall be held whenever called by the President or by a majority of the Board of Directors with a twenty-four (24) hour notice. Each Director will be notified either in writing, via phone, email, or face to face

- D. Emergency Board of Directors Meetings
  - 1. Such meetings shall be called by the President as soon as possible for discussion of urgent issues or other emergency situations affecting the WHA Membership.
  - 2. Officers and Directors may participate in these meetings by telephone conference calls so long as all Directors can hear each other.
  - 3. Emergency response actions taken at these meetings will be communicated at the next regularly scheduled WHA Membership Meeting.
- E. WHA Members in Good Standing (MGS) and Tenant Residents may attend any Board of Directors meeting. The agenda for the Board of Directors meetings shall include a specific time for MGS to give feedback and comments.

## **Article X. Duties of Officers**

### Section 10.01 President

- A. The President of the WHA shall be the Chairperson of the Board of Directors and the Chief Executive Officer and be vested with the powers and duties incident to the active management of the WHA as outlined in these Bylaws.
- B. Shall aid and direct so that all orders and resolutions of the Board of Directors are carried out in a timely manner.
- C. Shall preside as Chairperson at all WHA Membership meetings and Board of Directors meetings.
- D. Shall, with Board Approval, appoint committees, define their duties and disband committees. Committees shall be advisory in nature only.
- E. Shall assure that an independent yearly reconciliation of the WHA financials is done by the accountant and that it is reported back to WHA BOD and a summary will be presented at the WHA Membership Meeting.
- F. A financial review committee of one Board Member and two or more WHA members in Good Standing will be appointed by the President with the approval from the Board. In the event two WHA members are not available to fill these positions, the President will appoint additional Board Members as needed. The Treasurer is excluded from this committee. The committee shall conduct a financial review of the WHA Treasurer's books annually. The findings of the review will be reported to the WHA BOD and a summary will be presented at the next WHA membership meeting.
- G. Approves only those WHA invoices for payment that have been approved by the budget-responsible Director as per Article XI, Section 11.01, Item F. The President's approval of these invoices will be by a physical signature, e-signature or email.
- H. Approve all WHA payments before issuance by the Treasurer.
- I. Direct all exiting Board members to turn over all WHA documentation to the incoming Board of Directors. as specified below.
- J. Perform other such duties as may be required by the Board of Directors.

### Section 10.02 Vice-President

- A. In the absence of the President, or in the event of the inability of the President to exercise their office, the Vice-President shall become the acting President of the WHA with all rights, privileges, responsibilities, and powers as if a duly elected President.
- B. Turn over all WHA documentation to the incoming Board of Directors by January 1<sup>st</sup> following the election.
- C. Perform other duties as may be required by the President or the Board of Directors.

### Section 10.03 Secretary

- A. Keep the minutes of the WHA Membership Meetings and of the Board of Directors Meetings in one or more WHA Corporation books provided for those purposes. These books shall be available for inspection by all Members in Good Standing upon written request in compliance with the Pennsylvania law.
- B. Ascertain that a quorum is present at meetings to conduct the business of the WHA.

- C. Mail via US Post and/or email a copy of proposed Bylaws revisions and/or proposed Rules and Regulations revisions to all Members at least thirty (30) days prior to the Membership Meeting.
- D. Assure that all books, reports and certificates as required by law are properly kept and filed.
- E. Keep a current Membership Roll Book of the post office addresses of each Member as obtained from the county tax assessor's office. These roll books shall be available for inspection by all Members upon written request in compliance with the Pennsylvania law.
- F. Keep a Roll Book of each Member holding a Certificate of Entitlement to a dock slip. These Certificate of Entitlement books shall be available for inspection by all Members upon written request in compliance with the Pennsylvania law.
- G. File the required information identifying the Officers of the WHA with the Office of the Secretary of the State of Pennsylvania.
- H. Assure that all notices are duly given in accordance with these Bylaws or as otherwise required by law.
- I. Mail via US Post and/or email the notice of annual and regular membership meetings and all minutes of previous WHA membership meetings to the Membership thirty (30) days in advance of the Membership meeting.
- J. Be the custodian of all records, the WHA seal, communications, insurance documents, and contracts relating to the WHA.
- K. Turn over all WHA documentation and Corporation Seal to the incoming Board of Directors by January 1<sup>st</sup> following the election.
- L. Perform all other duties incidental to the office of Secretary and those that may be prescribed by the Board of Directors.
- M. Assemble and provide necessary documentation for resale of properties to appropriate authorities within ten (10) days of written requests via US Post or email..

#### Section 10.04 Treasurer

- A. Maintain custody of the WHA funds and financial records.
- B. Keep full and accurate accounts of receipts and disbursements in the WHA Books.
- C. Within the approved budget, hire an accounting firm or CPA to assist with bank account management and billing.
- D. Sign checks for payment upon approval by the President and budget responsible Director per Article X, Section 10.01, Item G and Article XI, Section 11.01, Item F. WHA Treasurer may not sign checks made payable to them.
- E. Shall maintain separate bank accounts designated as follows:
  - 1. WHA
  - 2. Watercraft Docks
  - 3. Sanitation/Trash
  - 4. Central Water System
- F. Deposit all funds and other valuables within thirty (30) days in the identified accounts.
- G. Disburse the funds of the WHA as may be ordered or authorized by the Board of Directors and preserve proper documentation for such disbursements.
- H. All undisputed bills should be paid within thirty (30) days of receipt or on the due date.
- I. Submit to the Board of Directors an accounting of all financial transactions and a report of the financial condition of the WHA.
- J. Submit a full current and year-end financial report at the Regular membership meeting as prescribed in prevailing Pennsylvania law.
  - 1. This report shall compare actual expenditures with the previously approved budget and detail any exceptions to budget.
  - 2. A copy of all financial reports shall be filed with the minutes of the Membership Meeting.
  - 3. Prepare an annual budget and make available for membership review at least seven (7) days prior to the Annual Membership meeting.
- K. Maintain a WHA Membership book indicating the present status of all billings and payments for each Member.

- L. Keep a separate accounting of Operating, Maintenance, and Capital Improvement expenditures.
- M. Establish and maintain an operating reserve fund in the amount of ten (10) percent of the annual budget at maximum. This operating reserve shall be established to be used only in emergency situations as determined by the Board of Directors.
- N. One or more Special Project Reserves may be established, with membership approval, to build up funds over time for larger-size and longer-term projects (i.e., water system refurbishment, dock replacement, etc.). These funds will be based on the special assessment amount needed for the project contingent on a determined number of years required for that specific project. Funds for different budget areas (i.e., docks, water, roads) will not be co-mingled in such reserves. The 10% restriction on Operating Reserves shall not be applicable to Special Project Reserves. Any reserve fund so established in accord with the bylaws shall be used for repairs and/or replacement of the projects identified above and shall not be used for current reoccurring expenses.
- O. Turn over all WHA documentation and checkbooks or cards to the incoming Board of Directors by February 15<sup>th</sup> following the election.
- P. Shall certify that all tax returns have been filed and make the filed returns available to the membership on the WHA website and/or via written request.
- Q. Perform all other duties incidental to the office of Treasurer and such other duties as may be prescribed by the Board of Directors.

## **Article XI. DUTIES OF DIRECTORS**

Section 11.01 The general duties of all Directors are:

- A. Directors of the WHA shall be considered to be in a fiduciary relation to the WHA and shall perform their duties as Directors, including duties as Members of any Committee of the Board upon which they may serve, in good faith and in a manner they reasonably believe to be in the best interest of the WHA. This fiduciary duty extends after the term of service for the life of the WHA as described in the Young & Haros, LLC Fiduciary Responsibility Memorandum.
- B. Chair Committees as appointed by the President from the general membership.
- C. Prepare and submit to the WHA Board of Directors an annual budget for their appropriate area which shall be included in the Treasurer's budget presented at the Annual Membership Meeting.
- D. Coordinate all activities and costs with other Directors as required.
- E. Obtain a minimum of two (2) bids for each project requiring expenditures exceeding \$10,000 and submit all bids and contract specifications for Board Approval before signing contracts or starting work.
- F. The budget responsible Director's physical signature, e-signature or email approval must be included with all WHA invoices due for payment before submission to the President for approval.
- G. Upon Board Approval of contracts, sign contracts and manage work efforts to completion.
- H. Obtain certificates of insurance from approved contractors hired by the WHA and submit to the WHA Secretary.
- I. Assure that all required permits from PPL, Wayne County Conservation District, Paupack Township, and all other State, Federal and local regulatory agencies have been obtained.
- J. Submit to the Board of Directors proposed Rules and Regulations changes deemed to be necessary for the benefit of the Woodland Hills Association.
- K. Provide on-going reports of WHA activities and projects to the Board of Directors and at Membership Meetings. These reports shall be submitted in writing to the Secretary.
- L. Assist and report to the President and perform such duties as assigned by the President.

## Article XII. COMMITTEES

Section 12.01 Committees of the WHA shall be appointed by the President with Board Approval.

Section 12.02 The name and list of standing committees shall be available from the Secretary.

Section 12.03 Committees shall serve in an advisory capacity only.

Section 12.04 All committees shall consist of a chairperson and two or more Members in good standing.

Section 12.05 Committee Chairpersons shall report their progress to the Board of Directors and their reports shall be available at the WHA Annual and Regular Membership meetings.

Section 12.06 The Chairperson responsible for a particular Committee will report progress or make recommendations to the Board of Directors.

Section 12.07 It shall be the duty of each committee to receive input from Members on any matter involving WHA functions, duties and activities within its area of responsibility. It shall dispose of such input as it deems appropriate or refer them to other WHA committees and/or WHA Board of Directors.

Section 12.08 All Committee Meeting reports shall be submitted to the Secretary and any Board actions taken from Committee recommendations will be included in the BOD meeting minutes.

## Article XIII. DOCKS

Section 13.01 Docks shall be managed by the Board of Directors. The Board President with approval of the BOD will appoint a Director to lead this Dock management effort. This Director will be designated hereinafter as "Dock Manager."

Section 13.02 In order to be eligible to acquire a Certificate of Entitlement for a dock slip, a Member must meet the following requirements:

- A. The person must be an owner of a Lot(s)/Unit(s) with a residential dwelling (i.e., a titleholder of real estate in the Woodland Hills Association) for which a Paupack Township Certificate of Occupancy has been issued. Excluded from this requirement are those Lot(s)/Unit(s) owners (that is, titleholders of property in the Woodland Hills Community) who have not completed a residential dwelling but were granted a dock slip entitlement right before the above requirements were specified. These members shall have the same Certificate of Entitlement rights and obligations as members who have residential dwellings.
- B. The WHA Member must be a Member in Good Standing and may only have one Certificate of Entitlement for a dock slip attached to their individual unit property. No Member of the WHA shall be entitled to the use of additional Certificates of Entitlement for use of a dock slip.

Section 13.03 Upon sale of their lot(s)/unit(s), the members must transfer their Certificate of Entitlement to the new owner.

Section 13.04 Rights and Obligations

- A. Each Member in good standing that owns a WHA Certificate of Entitlement to a dock slip is entitled to cast one vote per Certificate of Entitlement at Membership meetings for agenda items related to dock slip or WHA dock issues.
- B. Individual Certificates of Entitlements for dock slips are the property of the individual WHA members and shall be attached to and pass with the Lot(s)/Unit(s) title.
- C. Ownership of the physical docks remains with WHA.
- D. Management of the physical docks and governance of the Certificates of Entitlement shall remain with the Board of Directors and the assigned Director (Dock Manager).
- E. Ownership of a Certificate of Entitlement to a dock slip allows the holder to utilize exclusively one particular dock slip for recreational use. Only one water craft is permitted per slip per WHA'S license agreement with PPL.
- F. Dock slip entitlement rights in effect at the time of the adoption of these Bylaws shall continue.
- G. Front Lot/Unit owners of the WHA shall not be entitled to any Certificates of Entitlement rights to dock slips.

- H. The amount of dues, assessments, fees and charges shall be imposed uniformly upon all dock slip Certificate of Entitlement holders.
- I. No new dock slips will be constructed until there are at least two MGS without a Certificate of Entitlement requesting a dock slip. New slips will be added only if within PPL-WHA licensed capacity and new slip locations will be at the lakeside end of the existing docks.
- J. A Member in good standing may transfer the use of their dock slip Entitlement Certificate:
  - 1. Temporarily, only to a Resident Tenant residing in the member's WHA residence.
  - 2. Temporarily or permanently to another Member in Good Standing.
  - 3. Permanent or temporary trading of dock location assignments shall be effected by filing a request for written transfer notice with the WHA Dock Manager and/or WHA Secretary. This request must be signed by both Members in Good Standing and if temporary, must include the beginning and ending dates for the transfer.
  - 4. The Dock Manager must sign all location assignment transfer requests. The Secretary shall be notified of any permanent transfers of Certificates of Entitlements and issue new permanent Certificates of Entitlement for use of the new slip.

Section 13.05 Owners of Certificates of Entitlement rights to dock slips who wish to rent their Certificate of Entitlement to a WHA Member in Good Standing must notify the Dock Manager of the rental or availability of the Certificate. Resident Tenants may only use the dock slip Certificate of Entitlement owned by their landlord.

Section 13.06 Each resident with a Certificate of Entitlement for use of a dock slip or rental of a PWC port shall be solely responsible for the use and safety of the water craft and persons utilizing their water craft and Certificate of Entitlement.

Section 13.07 Lake front WHA members are responsible for the permitting and maintenance of their individual docks on their property.

Section 13.08 Certificate of Entitlement rights

- A. Certificates of Entitlement for use of a new WHA dock slip will be sold to Members at a price determined by the Board of Directors and at minimum will include the costs of construction.
- B. New Certificate of Entitlement owners shall have ten (10) days following the notification by the BOD to pay the BOD established price of the dock. There is no guarantee of location of the slip. Failing the ability to pay for the new Certificate, the member's privilege to purchase the Certificate of Entitlement shall be automatically terminated without further documentation or other act.
- C. WHA assigns the locations for each new Certificate of Entitlement. Owners of Certificates of Entitlement to a dock slip may trade locations or sell their Certificate to a MGS without a Certificate of Entitlement. All Certificates of Entitlement changes must be registered with the Dock Manager and WHA Secretary for reissue with proper information as to location and Member's names. When the owner of a Certificate of Dock Entitlement transfers or sells their Certificate of Entitlement to a dock slip to a Member in Good Standing, it is the date of the transfer or sale as recorded with the Dock Manager and WHA Secretary that determines seniority of all parties and their related parties.
- D. Certificates of Entitlement for use of a WHA dock slip shall be attached to and pass with the lot/unit owner's property title when sold.

Section 13.09 Dispersement of Dock Slip Certificates of Entitlement

- A. When new docks become available, the dock Certificates shall be dispersed in the following manner:
  1. The Dock Manager shall maintain and keep in chronological order an established waiting list of eligible MGS without an existing Certificate of Entitlement to a dock slip who wishes to obtain a new Certificate. This "New Certificate Request" list will be maintained by the Dock Manager and copied to the WHA Secretary.
    - a) Members in Good Standing without an existing Certificate of Entitlement to a dock slip must notify the Dock Manager in writing of their request for a new Certificate of Entitlement.
  2. The Dock Manager shall also maintain and keep in chronological order an established waiting list of those eligible existing Certificate of Entitlement holders who wish to change the location of their dock slip. This "Transfer Request" list will be maintained by the Dock Manager and copied to the WHA Secretary.
    - a) Members in Good Standing who wish to change the location of their dock slip must notify the Dock Manager in writing when they wish to be added to this list.
  3. Certificates of Entitlement for dock slips will be disbursed in chronological order.
    - a) First from the "Transfer Request" list of Members in Good Standing who wish to change the location of their present dock, and
    - b) Second from the "New Certificate Request" list of Members in Good Standing seeking new Certificates of Entitlement.
  4. When new Certificates of Entitlement to dock slips become available, they will be dispensed as follows:
    - a) Slips will be offered first to the "Transfer Request" list of Members seeking new water craft slip locations. These shall be offered in chronological order - first on the list will have first choice of new slip location.

- b) When all existing Members with existing Certificates of Entitlement requesting new slip locations have been reassigned to new locations, their old dock slip locations will be added to the available locations for Members seeking new Certificates of Entitlement.
- c) The Dock Director shall then proceed down the "New Certificate Request" list and offer the Certificates to the next Member in Good Standing's name on the list.
- d) A copy of both the "Transfer Request" and "New Certificate" lists and the list of new Certificates of Entitlement location and assigned Members shall be given to the WHA Secretary. The WHA Secretary will issue the Certificates of Entitlement to the new owners. These lists will be made available to the Membership for review.

Section 13.10 The number and location of docks at each access area shall be approved by the Board of Directors prior to submission to PPL for approval and permit amendments to WHA's license agreement with PPL.

Section 13.11 No assurance is herein stipulated by the WHA that a Certificate of Entitlement will be available on either the East or West access areas for each residence built in Woodland Hills.

Section 13.12 PWC/Jet-ski ports will be allocated via a method and cost determined by the Board of Directors. These PWC ports will typically be rented for the summer season.

Section 13.13 Docks are built only as permitted by PPL in their license to WHA.

Section 13.14 In the event replacement docks are built, the Board approved charges will be shared equally by all Members and non-Members who own Certificates of Entitlement for a dock slip.

## **Article XIV. COMMON AREAS**

Section 14.01 The Common areas of the WHA shall be managed by the Board of Directors. The Board President with approval of the BOD may appoint a Director to lead this management effort.

Section 14.02 The Common Areas shall remain as such in perpetuity and shall consist of:

- A. Roadways -The roadway centerline shall be the property line between two opposing Lot(s)/Unit(s). The right of way shall be measured 20 feet in either direction from this centerline. Cul-de-sacs shall be a ninety (90) foot diameter right of way.
- B. Reserve Areas.
- C. East and West Lake Access Areas with boat docks and a secure swim area in each location. Any changes in size of the secure swim areas or boat dock locations will be approved by the Membership subject to approval of PPL and the Pennsylvania Fish and Boat Commission.
- D. Tennis Court on Lot/Unit 7.
- E. Lot/Unit 1A adjacent to the West Lake Access Area.
- F. Well properties and Central Water distribution system.
- G. Basketball court.
- H. Mailbox and entrance sign area.
- I. Signage.
- J. Bulletin Boards
- K. Boat ramps.
- L. Playground equipment.
- M. Picnic tables and benches.
- N. Swim docks.

Section 14.03 Every Member in Good Standing shall have an enjoyment of the Common Areas. The Common Areas shall be used only for the purposes which they are intended in providing services and enjoyment for the common use of Members.

Section 14.04 If damage is inflicted on the Common Area elements or on any lot/unit through which access is taken, the lot/unit owner responsible for the damage or the WHA if it is responsible is liable for the prompt repair of the damage.



Section 14.05 The Board of Directors has the right to establish Rules and Regulations for use of the Common Areas and members Lot(s)/Unit(s).

Section 14.06 Restraint upon separation: The right and easement use granted to an owner pursuant to this Article are attached to their Lot(s)/Unit(s), and shall not be separated there from and shall pass with the legal title to subsequent Lot(s)/Unit(s) owners.

## **Article XV. CENTRAL WATER SYSTEM**

Section 15.01 The WHA Central Water System (CWS) shall be managed by the Board of Directors. The Board President with approval of the BOD may appoint a Director or Directors to lead this management effort.

Section 15.02 On April 27, 2000, the Pennsylvania Public Utility Commission (PUC) recognized the Woodland Hills Association, (WHA) as a bona fide cooperative, exempt from future PUC regulation and approved the regulatory transfer of the Woodland Hills Association water system to the date of purchase.

Section 15.03 The WHA has the responsibility to operate the central water system in compliance with applicable governmental regulations. It also reserves the right to improve, add on, and acquire additional real estate for that purpose.

Section 15.04 Only property owners in the WHA with an approved residential dwelling are eligible for community water from the central water system.

Section 15.05 The WHA Rules and Regulations and specifications pertaining to the management and operation of the CWS may be amended, modified or altered as the need arises by majority vote of the full Board of Directors.

Section 15.06 Fees and Assessments

- A. All costs to operate, maintain and repair the CWS will constitute the water service fee, which will be apportioned equally to water recipients on a calendar year basis.
- B. Future water recipients will pay a connection fee.
- C. No abatement of water charges shall be made due to non-occupancy of the residence.
- D. Application for Service
  1. Written application for water service for an approved residence shall be made by the property owner to the WHA Director leading the central water system management.
  2. Upon acceptance by the WHA, it shall constitute a contract with terms and conditions between the WHA and the property owner. The application will apply to only one residence.

## Section 15.07 Connections

- A. The property owner is financially responsible for the entire cost of connection from the water main in the roadway to the residence.
- B. The WHA approved contractor(s) shall tap the main water line and furnish/install the service line from the main tap up to and including the street valve/curb stop at the property line.
- C. The furnishing and installation of the service line from the attachment point to the street valve/curb stop to the residence shall be made by the property owner's WHA-approved contractor and will remain the property owner's future responsibility to maintain and repair.
- D. The WHA reserves the right to defer installation of service connections during the winter months until such time as, in the judgment of the WHA, conditions are suitable. The WHA shall not unreasonably delay such connection.
- E. Water will be supplied to a residence after inspection of connections by a representative of the Board of Directors.
- F. Connection of the WHA water system to other water supplies (cross connection) is prohibited.

## Section 15.08 Service

- A. Street valves/curb stops at the property line and central water main valves in the roadway are for the purpose of controlling the water supply, and only an authorized representative of the WHA Board shall operate these valves.
- B. The WHA shall have the right to shut off the water service for the purpose of making connections, repairs, extensions, and other necessary reasons. When possible, reasonable notice will be given to recipients affected by any interruption.
- C. Water recipients shall not be allowed to use the central water system to fill any swimming pools, hot tubs or ponds of greater than 750 gallons volume capacity or to provide water to underground sprinkler systems. Water recipients shall not supply any other residence with water from the central water system without written consent of the WHA Board.
- D. The WHA reserves the right, after due notice, to:
  1. Shut off water service to any recipient for non-payment of fees and charges until such time as payment is made in full.
  2. Shut off water service to any recipient if running water is coming from their dwelling until the leaking issue is resolved.
  3. Impose a fine if a recipient is watering a lawn during a designated drought restriction period.
- E. The WHA reserves the right to restrict the use of water whenever water supply emergencies or state and local mandates may require.
- F. Nothing in the WHA Bylaws, Rules and Regulations, or any contract or representation, verbal or written, of the WHA or any of its authorized representatives shall be taken or construed in any manner to be or to constitute a guarantee to furnish any specific pressure or specific quantity of water through any service connection.
- G. The WHA shall not be liable at any time for any loss or damage to a water recipient's residence, furnishings, fixtures, appliances, water heater, water lines or other installations due to high or low water pressure, freeze-ups, leaks or discontinuance of water service.

## Section 15.09 Inspections and Testing

- A. The properly identified representatives of the WHA shall, at all times, have free access to all Lot(s)/Unit(s) to which water is delivered for the purpose of water quality testing or detecting and locating system leaks on the outside of the residence with an attempt of prior notification to the WHA resident regarding such access. When any defects or leaks are discovered, recipients will be notified.
- B. If such defects or leaks are not subsequently repaired within a reasonable time, water service may be turned off without further notice.

## Section 15.10 Central Water System Reserves

- A. A loan reserve fund shall be established to cover one year of payments of any outstanding loans made on behalf of the central water system loan. This reserve shall not exceed one year's payment.
- B. All reserves will be deposited in liquid interest bearing accounts providing for the highest interest available.

## Article XVI. DUES AND ASSESSMENTS

Section 16.01 The expenses of this organization shall be determined by the sum total of the Operating and Maintenance Budget and the Capital Budget, approved by the Board of Directors and ratified by a majority vote of the Membership at the Annual Meeting.

- A. The Board of Directors will fix the assessment per Member at the adoption of the Annual Budget.
- B. Notice of assessments shall be mailed via US Post and/or emailed to each Member no later than January 15<sup>th</sup> and be due and payable no later than February 15<sup>th</sup> for WHA dues, March 1<sup>st</sup> for Water and April 1<sup>st</sup> for Docks.
- C. The Board of Directors may set a discount period for earlier payments.
- D. Simple interest of one (1) percent per month shall be charged on the unpaid balance after thirty (30) days after the due date. Simple interest of one (1) percent per month will continue to be added on any unpaid CHARGES as defined in the Bylaws.

## Section 16.02 Creation of Lien and Personal Obligation for WHA Expenses

- A. By acceptance of a deed to a Lot(s)/Unit(s) in Woodland Hills Association, each Member is obligated to pay the WHA operating, maintenance, capital improvement expenses and other charges as provided within these Bylaws.
- B. All unpaid charges, together with interest, costs, attorneys' fees and court costs incurred in collection of same, shall automatically, without further documentation, be secured by a continuing lien upon the Lot(s)/Unit(s) against which each such charge is made.
- C. Members shall be personally liable for all charges coming due upon their Lot(s)/Unit(s) while they are the owner of said Lot(s)/Unit(s).
- D. The transfer of a Lot(s)/Unit(s) shall not relieve or release the former owner from any liabilities or obligations incurred in connection with the ownership, or impair rights or remedies which the Woodland Hills Association may have against the former owner arising out of, or in any way connected with such ownership and the covenants and obligations incident thereto.

Section 16.03 The Board of Directors may recommend tenant or guest fees to be approved by the Membership for the use of common areas as it determines necessary.

Section 16.04 Proportional assessments for the Operating & Maintenance items shall be paid by members as follows based on the original Lot(s)/Unit(s) layout of the WHA community:

- A. A Lot(s)/Unit(s) containing a single-family residence shall pay a full share of the assessment.
- B. A Lot(s)/Unit(s) without a residence shall pay twenty percent (20%) of a full share of the assessment.

- C. Lot(s)/Unit(s) in excess of (a) or (b) above shall each pay ten percent (10%) of a full share of the annual assessment for each additional Lot(s)/Unit(s) owned. These Lot(s)/Unit(s) will not have voting rights other than through (a) and (b) above.
- D. Members who have combined original Lot(s)/Unit(s) or portions of original Lot(s)/Unit(s) or who have purchased property in WHA where original Lot(s)/Unit(s) were previously combined are subject to the original Lot(s)/Unit(s) assessment calculations as explained above.

Section 16.05 Capital Improvements for common areas effective with the date of these Bylaws, including water system acquisition and improvements shall be assessed equally on each original Lot(s)/Unit(s) in the Woodland Hills community. Owners of Lots/Units which have their own water wells and do not utilize Central Water supplies are exempt from capital improvement assessments for Central Water..

Section 16.06 If a budget is not passed at the Annual Meeting, the Treasurer shall invoice the membership at the same rate as the previous year's charges. Expenditures shall then remain within the previous year's budget.

## **Article XVII. BYLAWS AND AMENDMENTS**

Section 17.01 These Bylaws may be revised, amended, and/or adopted by a two-thirds (2/3) vote of the Members present at a Membership Meeting via ballot or by Directed Proxy.

Section 17.02 The Secretary shall mail via US Post and/or email to every Member at their address as it appears in the Membership roll book of the WHA, a notice including the written amendments or revisions to the Bylaws and a Directed Proxy form. This notice shall be postmarked by the Secretary via US Post and/or email dated at least thirty (30) days prior to the Membership meeting for which the vote for amendment or revision is scheduled. Directed Proxies must be received by the Secretary at least ten (10) days prior to the Membership meeting for with the vote for amendment or revision is scheduled.

## **Article XVIII. Spring Thaw**

Section 18.01 Pursuant to 68 Pa.C.S.A. SS5218, vehicles of more than ten (10) tons gross weight shall be restricted from WHA roads provided:

1. Such restrictions shall be imposed only on a week by week basis, not to exceed an aggregate period of eight (8) weeks during any calendar year;
2. Thaw conditions shall be reviewed by the WHA at least weekly; and
3. Signs shall be conspicuously posted by the WHA at the entrance to the Community. Said signs shall advise when and where such thaw restrictions are applicable.

## **Article XIX. LIABILITY AND INDEMNIFICATION**

Section 19.01 The WHA shall indemnify any agent, Director, officer or employee of the Corporation that is made a party to any threatened, pending, or completed action, suit, or proceeding (including actions by or in the right of the WHA to procure a judgment in its favor) by reason of the fact that said person is or was a representative of WHA and is or was acting in good faith at the request of the WHA, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred. The indemnification procedures shall be those identified in the Pennsylvania Nonprofit Corporation Law.

Section 19.02 The WHA shall purchase and maintain liability insurance on all WHA properties and errors and omissions insurance on the Board of Directors for the purpose of indemnification to the full extent permitted by Pennsylvania Law.

## **Article XX. RULES AND REGULATIONS**

Section 20.01 The Board of Directors shall adopt Rules and Regulations as may be appropriate for the accomplishment of the purposes of the WHA and in the interest of all Members.

Section 20.02 Such Rules and Regulations shall become effective when approved by a majority vote at a Membership Meeting.

Section 20.03 Rules and Regulations adopted by the Membership shall be binding upon all Directors, Members, their families, visitors, guests, servants, lessors and agents.

Section 20.04 The WHA Board of Directors shall have the power and right to enforce the Rules and Regulations.

Section 20.05 The Membership may petition the Board of Directors to amend, revise, or cancel an approved Rule or Regulation. This petition must be made sixty (60) days prior to a Membership meeting to assure:

- A. The WHA Board of Directors has time to evaluate the request with the petitioner and assure appropriate wording is developed.
- B. A directed proxy for the amendment, revision or cancellation is to be included in the Membership meeting notice to be mailed via US Post and/or email at least thirty (30) days ahead of the Membership meeting to describe the proposed change to the membership and assure directed proxy votes can be made by members unable to attend the meeting.

## **Article XXI. JUDICIAL GUIDELINES FOR THE BOARD OF DIRECTORS**

Section 21.01 The Board of Directors may conduct hearings, make recommendations, advise on disciplinary matters and administer sanctions or discipline as mandated by the WHA Bylaws and Rules and Regulations.

Section 21.02 The Board of Directors shall have the power to:

- A. Determine when violations of the Covenants, Bylaws and Rules and Regulations have occurred.
- B. Determine if a Member is in Good Standing or Not in Good Standing. The Board may suspend the voting privileges of any Member Not in Good Standing.
- C. Take necessary action against any Member for the actions of the Member, their family member, guest, or tenant if they conduct themselves in a manner that is contrary or in violation of these Covenants, Bylaws and/or Rules and Regulations.
- D. Impose fines as stipulated in the Rules and Regulations and all related charges for violations or infractions of the WHA Bylaws, Covenants and Rules and Regulations. Such fines shall become an obligation of the Member against whom they are imposed and may be collected in the same manner as any other assessment provided for in these Bylaws.

Section 21.03 In the event legal counsel is required, the Board of Directors shall be empowered to obtain such counsel.

Section 21.04 Violations

- A. Notice of the alleged violation of the WHA Bylaws and/or Rules and Regulations must be issued to a Member in writing by the WHA Board of Directors.
- B. The violation must be paid or corrected within thirty (30) days from the notice or an appeal must be requested in writing to the WHA Secretary. No appeals may be requested for covenant violations.
- C. If the correction or payment is not made, or an appeal is not requested within thirty (30) days, the matter will be actionable in any Court of Law. Members will be responsible for all fines plus legal fees and court costs.

## Section 21.05 Appeals

- A.** Members must contact the Board of Directors in writing within 30 days if they wish to file an appeal.
- B.** Appeals shall be sent to an Appeals Panel, which shall be comprised of a Chairperson and not less than three (3) Members in Good Standing from the general membership. The Appeal Panel will serve for one (1) season. The appeals panel shall be appointed by the President and Chaired by a Director who will report to the Board of Directors. The Chairperson is not a voting member of the committee. If an appeal is filed, but the panel rules against the violator, the fine must be paid within thirty (30) days of the ruling. If the panel rules in favor of the violators, the fine will be rescinded. Violators also will be assessed any legal or court costs incurred in the processing and collecting the fine.
- C.** The Appeals process is as follows:
  1. The Appeals Panel shall hear the appeal within thirty (30) days of the written request.
  2. The appellant has the right to be present at the hearing or to dial in via a conference call to present their case to the panel. If the appellant does not show or chooses not to be present, the Panel will continue to the appeal hearing without the appellant present. If the appellant cannot attend due to extenuating circumstances, then the appellant must notify the Appeals Panel forty eight (48) hours prior to the set date and time for a one time reschedule date and time.
  3. The Panel will render a decision in writing within fourteen (14) days of the hearing.
  4. If the panel rules against the member, the fine must be paid within 30 days of the ruling. Any payments not made within the prescribed timeframe will be actionable in any court of law. Members who do not pay fines within 30 days of the ruling against them will be assessed any legal or court costs incurred in processing and collecting the fine.

## **Article XXII. LEASING AND RENTALS OF RESIDENTIAL UNIT DWELLINGS**

- Section 22.01 The WHA Secretary shall be provided with a copy of the WHA Rental Notification Form (RNF) no later than seven (7) days prior to the lease occupancy or rental tenancy or be subject to a \$50 fine for the first offense, \$250 for the second offense and \$500 for each offense thereafter.
- Section 22.02 All persons occupying a Member's residence as tenants shall be fully governed by all of the WHA Bylaws and the Rules and Regulations. The Member is responsible for providing a copy of the WHA Bylaws and Rules and Regulations to their tenants.
- Section 22.03 Any WHA Member renting their residence shall remain liable for the performance of all agreements in these Bylaws and shall remain liable for the violation of their tenants and their guests of any provisions of the Bylaws and Rules and Regulations.
- Section 22.04 In keeping with the purpose of the WHA as stated above, namely insuring the present and future residential living conditions related to the health, safety, public morals, convenience, comfort and beauty of lot(s)/unit(s) in the WHA, as well as develop a sense of community and a shared commitment to the common good of the community and to keep the stability and permanence in the residential living conditions of the WHA, all Short Term Rentals are hereby prohibited in WHA.
- Section 22.05 The fine for illegal property rental is \$500 per rental day.

**Article XXIII. SAVING CLAUSE AND NO WAIVER OF RIGHTS**

Section 23.01 In the event that any section or part thereof of these Bylaws shall be found by a court of competent jurisdiction to be invalid or unconstitutional, all other remaining sections shall remain in full force and effect.

Section 23.02 Failure of the Board of Directors to enforce any Bylaws and Rules or Regulations shall not constitute a waiver of the right to enforce such rights in the future.

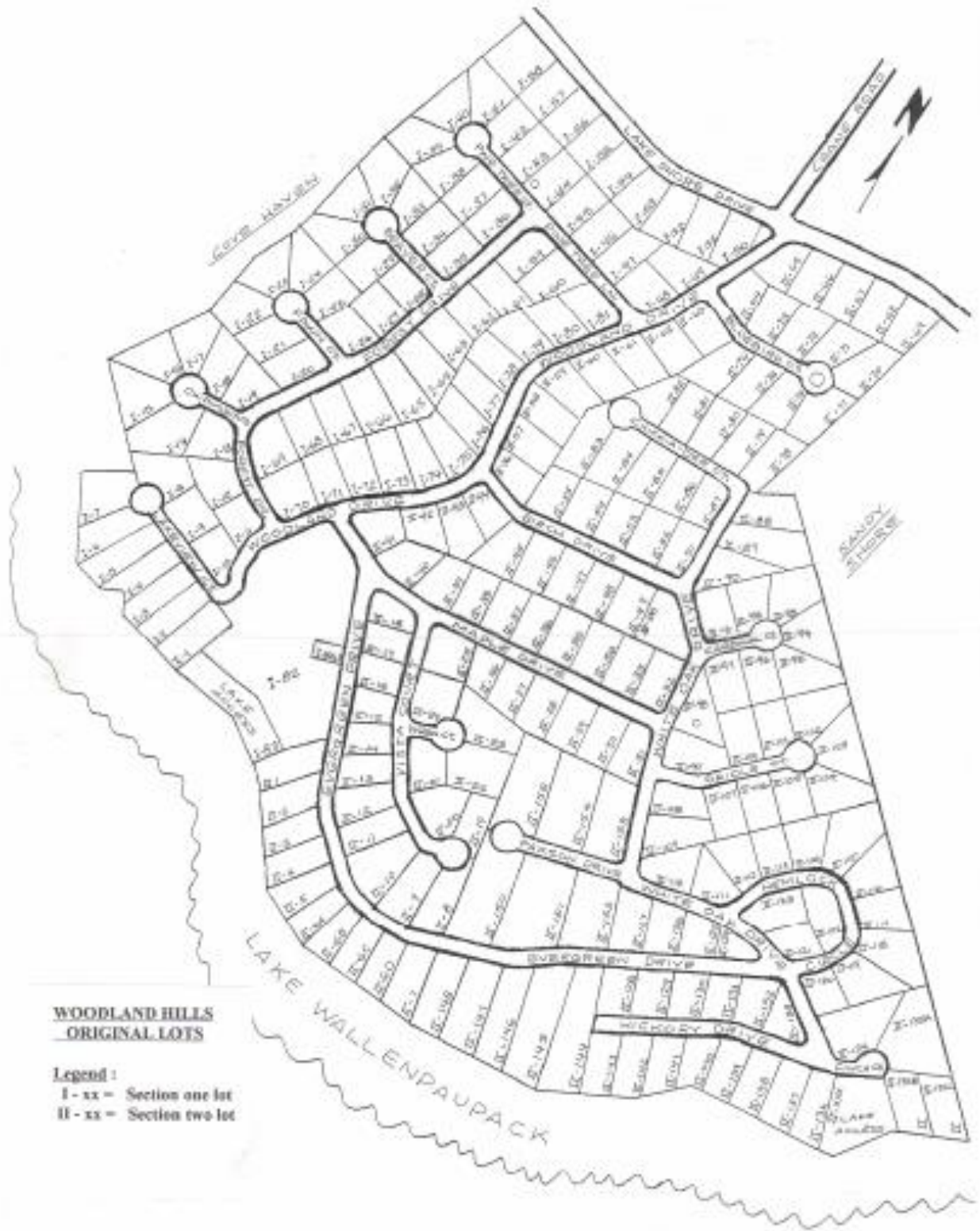
Section 23.03 WHA records shall be open for inspection in accordance with applicable law by any Member and made available within the prescribed time frame.

**REVISION HISTORY**

Version Changes:

- 8/31/02 Original Revision prior to tracking revisions – twh
- Revised Water System Article XV, Section G, para 1, and added para 2 thru 4, approved at Membership Mtg. – twh
- 09/20/2014 Revisions per WHA Attorney recommendations, Pennsylvania State Planned Community Law, WHA Member feedback and WHA Committee review – ssw
- Revision made September 2016
- Revisions made June 2019 - as
- Revisions made June 2020 - as

APPENDIX I – MAP OF WHA ORIGINAL LOTS/UNITS





**APPENDIX II - ARCHITECTURAL & CONSTRUCTION STANDARDS**

This section reserved for final determination by the Board of Directors.