

## DEED RESTRICTIONS

1. No building shall be erected on said premises any portion of which shall be within ten (10) feet of the front of said premises or within five (5) feet of the side line of any adjoining lot owner.
2. No building shall be erected on said premises less than eighteen (18) feet in length and fourteen (14) feet in width.
3. No building shall be erected on said premises except a one family dwelling house and private garage. Any garage erected on said premises must conform generally in appearance and material to said dwelling on said premises. The building and/or lot or any part thereof shall be used for private residential purposes only. A single-family dwelling shall not be allowed, permitted, constructed or erected on a part lot.
4. That no shacks, tents, trailer, trailer camps or any unsightly building or buildings shall be built, constructed or maintained, placed or permitted on a lot, or any part thereof.
5. That any lot with buildings thereon located, shall be kept in a sanitary condition; all garbage and refuse shall be immediately taken or carried away; dumping of garbage or refuse on other lands or in the lake is prohibited.
6. That any private single dwelling house must have complete sanitary plumbing with toilet facilities, and all sewage or wastewater must be disposed of by septic tank; that outside toilets or cesspools are prohibited.
7. That no poultry, cattle, or livestock whatsoever, shall be kept, bred or raised upon the lot or any other building thereon erected or any part thereof and that not more than two domestic animals may be kept or maintained thereon.
8. That boat houses are permitted only on lakefront lots and not to extend out into the lake beyond the high-water mark.
9. That no boat house, or garage, shall be erected unless there is first erected the private residential dwelling.
10. Said premises shall not be used for any commercial or manufacturing purpose of any kind.
11. That the lot or any building thereon erected, or any part thereof, shall not be used or occupied as a club, profit or non-profit, or for the carrying on of any trade or profession.
12. That the lot or any building thereon erected, or any part thereof, shall not be used or occupied for the distillation or brewing, manufacturing, bottling, or sale of any malt, vinous, spirituous or intoxication liquors of any kind.
13. Any building constructed of wood must be stained or painted with at least two coats of stain or paint.
14. That no oil or gas well shall be drilled on any lot of part of the lot conveyed.
15. That an open, uncontrolled or untended fire is absolutely prohibited on any lot or lots or part thereof herein conveyed.
16. That small rowboats propelled by electricity from storage batteries are permitted on the waters of Monroe Lake; that small rowboats may also be propelled by outboard motors not to exceed five horsepower, with underwater exhaust known as "underwater exhaust silencing"; however, boats propelled by motors exceeding five (5) horsepower, or without underwater exhaust silencing are strictly prohibited on the lake.
17. That the right to fish in the waters of "Monroe Lake" is limited to the owners of lots, or their immediate family and guests, not to exceed two guests at any one time.
18. That Pocono Lakeshore, Inc., its successors and assigns, shall not be responsible or liable for any injuries to person or property resulting from the use of the waters, beaches or lands of Pocono Lakeshore, Inc., by the Grantee, his heirs and assigns and owners of lots, their family, guests, friends, visitors, heirs ad assigns, covenant and agrees to same by acceptance of any deed for a lot.

# MONROE LAKE PROPERTY OWNERS ASSOCIATION

## FIRST AMENDED AND RESTATED BYLAWS

### 18.0 Revision History

Date	Version	Approver	Notes
Sept 2017	1.0	MLPOA Board	Original Revision to ByLaws
Sept 2020	1.1	Membership Votes	
Aug 2023	1.2	Membership Votes	Section 5 - Added Criminal Background check to Eligibility, Added cause to removal of director Section 6 – VP can be signatory when President is unable and can assume all duties Section 13 – RC Chair is responsible to recommending amount of fees due to damage of road during construction.
Dec 2023	1.3	Membership Votes	Changes to Committees Rules chair and appeals hearings Board nominees get background checks and sign board agreement All committees have monthly reports.
August 2024	1.4	Membership Votes	Sections 4.6, 12.1, 4.10, 4.7, 5.2, 5.4, 5.91: Board can meet quarterly. Section 4.11 Changes to how assessments derived Section 4.37. Internet voting allowed Section 4.7 Electronic notices

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The Members of the Monroe Lake Property Owners Association adopt the following amended and restated by-laws under the authority of the Pennsylvania Nonprofit Corporation Law ("NCL") and the Pennsylvania Uniform Planned Community Act ("UPCA"):

## **ARTICLE I -- NAME**

### **1.1 Name.**

The name of the non-profit corporation is MONROE LAKE PROPERTY OWNERS ASSOCIATION (the "Association") whose articles of Incorporation were recorded on July 10, 1961 in the court of common pleas of Monroe County, PA.

## **ARTICLE 2-- PURPOSES AND POWERS; DEFINITIONS**

### **2.1 Purpose.**

The purposes of the Association are: the ownership, management, operation and maintenance of certain real estate and the improvements located thereon, in the Monroe Lake Development situated in Middle Smithfield Township, Monroe County, Pennsylvania, including the Common Facilities and Elements of the Association as hereinafter defined, and the implementation, administration and enforcement of certain Restrictive Covenants applicable to properties in the development , and any other lawful purpose for which the Association may be conducted on a not-for-profit basis pursuant to the laws of the Commonwealth of Pennsylvania.

### **2.2 Powers**

Except as otherwise provided in the UPCA or NCL, the Association shall have the powers to do and perform the following:

- a) Adopt and amend bylaws and rules and policies/procedures.
- b) Adopt and amend budgets for revenues, expenditures and reserves and make and collect assessments for common expenses from Members.
- c) Hire and terminate managing agents and other employees, agents and independent contractors.
- d) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself.
- e) Make contracts and incur liabilities.
- f) Regulate the use, maintenance, repair, replacement and modification of Common Elements
- g) Cause additional improvements to be made as a part of the Common Elements.
- h) Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only under the provisions of section 5318 of the UCPA (relating to conveyance or encumbrance of Common Elements).
- i) Grant easements, leases, licenses and concessions through or over the Common Elements .
- j) Impose and receive payments; fees or charges for the use, except as limited by other provisions of the UCPA, rental or operation of the Common Elements.
- k) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Bylaws and rules and regulations of the Association.
- l) Impose reasonable charges for the preparation and recording of resale certificates as required by law or regulation which shall be one charge that may be made by the Association solely because of the resale or retransfer of any property or statement of unpaid assessments. In addition, the Association may impose a capital improvement fee, but no other fees, on the resale or transfer of properties in accordance with the UPCA.
- m) Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance.

- n) Exercise any other powers conferred by the bylaws.
- o) Exercise all other powers that may be exercised in this Commonwealth by legal entities of the same type as the Association.
- p) Exercise any other powers necessary and proper for the governance and operation of the Association.
- q) Enforce Deed Restrictions.
- r) Enforce property maintenance requirements as stated in these Bylaws and the Deed Restrictions.

## 2.3 Definitions

Unless the context clearly requires otherwise, the terms contained herein shall be interpreted consistent with the UPCA, and the following terms shall have the meanings set forth below:

“Association” shall mean the Monroe Lake Property Owners Association.

“Monroe Lake Development” or “Development” shall mean the planned community commonly referred to as “Monroe Lake” or “Monroe Lake Shores”, situated in Middle Smithfield Township, Monroe County, Pennsylvania, originally developed by Pocono Lakeshores, Inc., including the area of the Monroe Lake body of water, its associated dam, and all other Common Elements in the Development, as further delineated in Plats recorded in the Recorder of Deeds Office for Monroe County, Pennsylvania, at Book \_\_\_\_\_, Page \_\_\_\_\_.

“Common Facilities” shall mean any real estate within the Development owned by, or leased to, the Association include, but are not limited to, the following tax-exempt lots:

- a) The approximately 90 acres known as Monroe Lake including the dam.
- b) All the roads.
- c) The Community Center, surrounding lots and parking lots that are owned by the Association.
- d) The Beach Area
- e) The Playground Area, about 1.54 acres across the road from the Beach.
- f) Any other lots or other property that the Association may acquire and designate as a Common Facilities, Common Elements and Greenlands.

“Common Element” shall mean any Common Facilities or Controlled Facilities, as defined by the UPCA, within the Development.

“Improved Lot” shall mean any lot in the Development that has a dwelling on the lot.

“Unimproved Lot” shall mean a lot a that does not have a dwelling on the lot.

“Lot” shall mean an Improved or Unimproved Lot in the development.

“Dwelling” shall mean any building or structure intended or used for human habitation, whether on a seasonal or year round basis.

“Additional Unimproved Lot” shall mean each additional Unimproved Lot owned by a Member, beyond a single Unimproved Lot.

“Member” shall mean the owner of a lot in the Monroe Lake Development.

“Deed Restrictions” shall mean the deed covenants and restrictions contained in the deeds to lots in the Development, originally imposed by Pocono Lakeshores, Inc., or its successors in interest.

“Member in good standing” shall mean a Member that is current in all Association assessments, dues, charges and fines, or other similar financial obligations to the Association, and who is not currently in violation of any Association rules and regulations. A Member in arrears on a financial obligation to the Association, but current on an approved payment plan to satisfy the arrears, shall be considered current on Association financial obligations for purposes of this definition.

“Person” shall mean a natural person, corporation, joint venture, partnership or unincorporated association.

“Owner” shall mean a person owning of one or more lots in the Development.

### **ARTICLE 3 -- OFFICES**

#### **3.1 Initial Office.**

The Association shall have its initial principal office at 6253 Lakeshore Drive East, East Stroudsburg, PA. 18302.

#### **3.2 Maintain Office.**

The Association shall have and continuously maintain a registered office in the Commonwealth of Pennsylvania.

### **ARTICLE 4 -- MEMBERSHIP, VOTING RIGHTS, ASSESSMENTS AND COLLECTIONS**

#### **4.1 Membership.**

The membership of the Association at all times shall consist exclusively of all the Owners of Lots in the Monroe Lake Development. A person shall be considered a Member of the Association at such time as the recording of a deed at the Office of the Recorder of Deed transferring ownership of a Lot in the Development to the person. Each membership shall be appurtenant to, and not severable from, ownership of a Lot, and shall be held in the name of the record owner of the Lot, whether or not the Lot is owned jointly, in common or in any other form of tenancy. Each Lot shall have one, and only one, membership regardless of the number of co-tenants, joint-tenants or tenants by the entireties holding interests in said Lot. Additionally, an owner is only be entitled to a single membership in the Association regardless of the number of Lots such person may own, and each Member shall be entitled to one and only one vote regardless of the number of Lots that the Member may own.

#### **4.2 Duration of Membership.**

Each membership shall initially commence upon the recording of the deed. Thereafter, membership rights associated with a Lot shall be transferred to each successive record Owner of the Lot as of the date and hour of the completion of settlement on the conveyance of a Lot to a new Owner.

#### **4.3 Voting.**

##### **4.3.1 General**

Members in good standing are allowed voting rights and may vote by ballot, proxy or in person in conformance with other provision of these Bylaws. Each Member in good standing shall be entitled to one vote on all matters on which Members are entitled to vote. Except where a higher percentage of votes are required in these Bylaws, the vote of the majority of Members casting their vote shall be controlling.

##### **4.3.2 Property Owner Other Than Natural Person:**

If the owner of a Lot is a corporation, joint venture, partnership or unincorporated association, the natural person who shall be entitled to cast the vote for that Lot shall be the person named in a certificate executed by that entity pursuant to its governing documents. If the owner of a Lot is a trust, the trustee or trustees shall be deemed to be the owner for voting purposes.

#### 4.3.3 Ownership by More Than One Person:

If the ownership of a Lot is in more than one person, the natural person who shall be entitled to cast the vote of the Lot shall be the person named in a certificate executed by all of the owners of the Lot and filed with the secretary of the Association or, in the absence of that named person from the meeting or in the event of failure to execute and file such a certificate, the person owning such Lot who is present at a Member meeting. If more than one of the multiple owners are present, the votes allocated to that Lot may be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the Lot. Such a certificate shall be valid until revoked by a subsequent certificate similarly executed.

#### 4.3.4 Proxies:

Votes allocated to a Lot may be cast pursuant to a proxy duly executed by a Lot owner. The Proxy is in effect for a specific annual, special or general meeting and expires at the conclusion of that meeting. The Proxy must be either notarized or witnessed by another member other than the proxy attending the meeting. The Recording Secretary must be notified at the beginning of the meeting that a member has a Proxy from another member. The Recording Secretary shall notify the membership at the beginning of the meeting how many Proxies are present and who will be voting them.

#### 4.3.5 Properties owned by the Association:

Property owned by the Association has no votes allocated to it.

#### 4.3.7 Ballot Votes:

Members shall vote by secret ballot, either in person or by mail, at any annual meeting, general or special meeting where ballot voting is required as specified in these bylaws. Ballot shall be sent to all Members in good standing through the U.S. Postal Service with a return envelope. A mistake made on one part of a ballot shall invalidate only that part and not the whole ballot.

### 4.4 Matters Requiring Vote of Membership.

Votes concerning the following issues require a vote of the membership by secret ballot mailed to all members:

- a) Amendments to these bylaws.
- b) Election of members of the Board of Directors.
- c) Annual Association Budget
- d) Any increase in the normal or special fees, dues or assessments. If no vote is taken to change the annual assessment, then it shall remain the same as the previous year. Any decrease does not require a notice of vote and may be established by the Board of Directors.
- e) The sale of any property owned by the Association.
- f) The buying of any unbudgeted asset or equipment costing more than \$5,000.00
- g) The signing of any unbudgeted contract for work costing more than \$5,000.00 either from an Association owned account or from a trust operated by the Association.
- h) The borrowing of money from any source that uses Association assets as collateral.
- i) The permanent transfer of any funds raised, assessed or donated for one purpose to another purpose.

- j) Any other matter that the Board of Directors, by a 2/3 affirmative vote, shall determine be submitted to a vote of the Members.

#### 4.5 Annual Meeting of the Members.

The annual meeting of the Members of the Association shall be held no later than the second Saturday of August of each year, at the registered office of the Association or at such other location as may be determined by the Board (but not outside the County of Monroe, Commonwealth of Pennsylvania) and as shall be designated in the notice of the meeting, for the purpose of counting ballots for election of members of the Board of Directors, results of any matters being voted upon, and transacting such other business as may properly be brought before the meeting.

#### 4.6 Regular Meetings.

Regular meetings of the Members shall take place on a quarterly schedule created by the Executive Board and announced by the Secretary (or designee) at noon at the registered office of the Association, or at such other place designated by the Board, but not outside of the County of Monroe, Commonwealth of Pennsylvania. There shall be four regular meetings in the calendar year.

#### 4.6 Special Meeting of Members.

Special meetings of the Members may be called to be held at the registered office of the Association, or at such other place designated (but not outside of the County of Monroe, Commonwealth of Pennsylvania), at any time, by the President of the Association or by resolution of the Board, or upon written request of not less than 10% of the Members in good standing. Upon written request of the Members, as aforesaid, the Secretary of the Association shall give notice of such special meeting, to be held at such time as the Secretary may fix, not less than fourteen (14) nor more than sixty (60) days in advance of the meeting. Upon neglect or refusal of the Secretary to issue such notice, the Members making the request may do so.

#### 4.7 Notices of Meetings.

The Secretary or any assistant secretary of the Association, not less than fourteen nor more than 60 days in advance of any special meeting, shall cause notice to be posted at the community bulletin board or sent prepaid by United States mail to the designated mailing address of each Lot or sent electronically to the designated email of each lot. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Bylaws; any budget or assessment changes; and, where these Bylaws require approval of the Members, any proposal to remove a director or officer.

#### 4.8 Quorum at Meeting.

For any member meetings, the presence, at the beginning of the meeting in person, by proxy, or by ballot, if applicable, of at least twenty-five (25) members in good standing or ten (10) percent of all members in good standing, whichever is greater shall constitute a quorum. Late comers will not be considered in a count to determine the presence of a quorum. Board members are included in the count of members to constitute a quorum of Members and may vote as Members on issues presented. Meetings may be conducted in the absence of a quorum for the purposes of discussing routine business, but any vote taken in the absence of a quorum shall not be binding upon the Association.

#### 4.9 Meeting Rules

The rules and procedures contained in "Robert's Rules of Order, Newly Revised Edition" shall be used to resolve any procedural questions not covered by these By-laws. A member whose conduct is so uncivil, rude or disrespectful to the Board, its Officers, the membership or invited guests at a meeting that it disrupts the orderly conduct of business may be suspended from the rest of that meeting by majority vote of the members present.

#### 4.10 Annual Budget



The Financial Committee shall prepare and submit a proposed annual Association budget to the Board of Directors no later than the October General Membership meeting. The Board of Directors shall approve a proposed budget, with such modifications as the Board considers appropriate, if any, by the November General Membership meeting. The Budget shall be submitted for Membership approval by ballot vote to be counted at the December General Membership Meeting. The current budget remains in effect until replaced. Budgets may contain an amount necessary to account for anticipated non-payment Member assessments in the coming year. The calculation of expected Members to pay the annual assessment shall be based on the number of members in good standing as of the December General membership meeting. Notwithstanding the foregoing, all Members shall be subject to assessment regardless of whether the Member is in good standing or not. The annual budget may be amended by the Members in accordance with these ByLaws, upon recommendation of the Board of Directors.

#### 4.11 Annual Assessments.

An annual Member assessment shall be made to fund the Association's budget, including common expenses. The amount of each yearly Member assessment shall be determined based on the amount of the budget that is adopted by the Membership vote, or deemed in place if the Members fail to approve a budget. The annual assessment shall fully fund the budget. Member assessments amounts shall be based on Board-established fees for first lot no house, for first lot with house and for additional lots. The budget dictates the amount of each along with any need for additional capital improvements. Assessments are charged annually by lot meaning that any new owners who purchase lots (that are up to date with assessments being already paid in full for the current year) are only responsible for assessments for the next budget year. This does not negate the requirement for resale certificates or capital improvement fees imposed upon the sale of a lot or lots.

#### 4.12 Special Assessments.

In addition to the annual assessments provided for above, the Association membership are responsible for the following:

- a) special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or improvement, unexpected repair, replacement or cost in connection with the operation, maintenance, repair, restoration, and management of the Common Elements; or
- b) assessments for any insufficiency of the annual assessment for a preceding assessment year to cover the actual costs incurred by the Association in such year. Any special assessment made pursuant to this Section shall take into consideration anticipated rate of Member non-payment of the special assessment, so as to ensure that the assessment revenue expected to be raised will be sufficient to cure the deficit. The calculation of expected Members to pay the special assessment shall be based on the number of members in good standing as of the December General membership Meeting. Notwithstanding the foregoing, all Members shall be subject to assessment regardless of whether the Member is in good standing or not. Such special assessments shall be assessed against all the Properties.

#### 4.13 Collection of Delinquent Member Assessment and other charges.

The Association may collect any unpaid Member assessments, dues, fines and other charges, together with interest and costs of collection, including but not limited to reasonable attorney fees and litigation expenses, through any remedy available under the UPCA, the NCL, or any other applicable federal or state statute or the common law. All such remedies shall be cumulative, and the exercise of any such remedy shall not preclude the exercise of any other remedy or the same remedy in the future, until such outstanding amounts are paid in full.

### **ARTICLE 5 -- BOARD OF DIRECTORS**

#### 5.1 Purpose

The affairs of the Association shall be governed and conducted by its Board of Directors, which shall be comprised of ten (10) persons, to be elected or appointed in accordance with these Bylaws. Directors shall be elected by the Membership at the annual meeting.

### 5.2 Term

Board members shall serve for a term of two years, or until their successor has been appointed or elected. Each year, five (5) (or more depending on any vacancies) Directors will be up for re-election or replacement by annual ballot. All nominations must be presented and accepted no later than the June General Meeting.

### 5.3 Nominations:

#### 5.3.1. Eligibility

- a) A person must be a member in good standing for at least three years prior to being elected or appointed to the Board of Directors.
- b) Other than meeting the basic requirements of being consistent and fair, work well with others and put the HOA first (non-self-serving), each nominee must pass an ethics interview from no less than 3 board members
- c) All nominees new and incumbent will agree to a criminal background check; the results will be disclosed to the membership. Any nominees with felonies or bankruptcies will be rejected.
- d) All nominees once accepted by vote of the board or membership will need to sign a board agreement which will include an ethics declaration, a reporting template (for board seat and committee monitoring/documentation), and the aforementioned eligibility requirements for their board membership.

#### 5.3.2. Timeline

All nominations, including those of incumbents, shall be made and seconded by the members present in person or by written letter either at the May or June general meeting. Persons not nominated prior to the end of the June meeting may not appear on the Ballot, campaign, or be elected into office at the August meeting. Write-in votes for candidates not on the ballot are not valid for this reason. A nomination may not be made or seconded by the candidate, their spouse or any member of their household. A member, whose name has been nominated and seconded, becomes a candidate after his/her acceptance of the nomination and verification by the Board that he/she is a member in good standing and meets all the qualifications for office. The Board may appoint a nominating committee to solicit volunteers to run for office on the August ballot at any time before the end of the June meeting.

#### 5.3.3 Household Limitation

Only one member of a household may serve as a Director at any given time.

### 5.4 Regular Meetings.

Regular meetings of the Board of Directors shall take place at 10 a.m. on the second Saturday on a schedule determined by the Board. General Membership Meetings will follow at 12:00. Special meetings of the Board may be called by or at the request of the President of the Association or any two (2) members of the Board of Directors. Such special meetings shall be held at the registered office of the Association or at such other location within the County of Monroe, Commonwealth of Pennsylvania as may be determined by the person calling such special meeting and as shall be designated in the notice of special meeting.

### 5.5 Special Meetings.

Notice of any special meeting of the Board of Directors, shall be given at least two (2) business days previously thereto by written notice delivered personally or sent by first class mail, fax, or email to each member of the Board at his or her address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any member of the Board of Directors may waive notice of any meeting.

### 5.6 Quorum.

The presence of a majority of the Board members in office at a duly convened meeting shall constitute a quorum. A quorum shall be deemed present throughout any meeting of the Board of Directors if a quorum is present at the beginning of the meeting.

### 5.7 Board Action.

The affirmative vote of the majority of Board members present at a duly convened meeting shall constitute Board action, except where otherwise provided by law or by these Bylaws.

### 5.8 Vacancy.

Any vacancy occurring in the Board during the term of a Director shall be filled by the Board appointing a replacement. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

### 5.9 Removal of Directors

#### 5.9.1 Cause

The Board of Directors may remove a director or Officer from office as follows:

- a) The Board member is not a member in good standing.
- b) The Board member is convicted of violating any of the rules and regulations of the Association.
- c) The Board member fails to attend two (2) consecutive regular Board meetings, or less than four (4) regular Board meetings in one calendar year, other than for excused absences.
- d) The Board member has committed acts of theft, vandalism, or violence on Association owned property or its members at Association functions,
- e) The member is found to be unqualified to hold the position based upon the written duties and responsibilities of the position and a clear history of failing to perform them.
- f) The Board member has been convicted of a felony.

#### 5.9.2 Member rights

Notwithstanding any provision of these Bylaws to the contrary, the Members, by a two-thirds vote of all persons entitled to vote at a duly call meeting of the general membership may remove any member of the Board for any reason.

### 5.10 Management of the Association

The Board of Directors shall be responsible for the management of the affairs of the Association, including, without limitation, the Association's common elements. As such, the Board shall have such powers as permitted by the UCPA and the NCL to manage the Association's affairs, except as expressly reserved to the Members under these Bylaws or the UCPA and NCL. The Board's responsibilities shall include, by way of illustration, and not limitation, the following:

- a. Electing all Officers within a month after the Annual Meeting of the membership.
- b. Overseeing the activities of the Officers.
- c. Appointing all Committee Chairpersons within a month after the Annual Meeting of the membership.
- d. Overseeing the activities of all Committees and voting on their recommendations.
- e. Developing plans to recommend to the membership for approval.
- f. Formulating the budget and spending policy.
- g. Establishing such Rules, Regulations and Procedures as are necessary for the health, safety and wellbeing of the Lot owners, and advising the membership of any changes.
- h. Making emergency decisions that require immediate attention for the good of the Association.
- i. Considering grievances and/or written requests from Lot owners.
- k. Maintaining up to date Lot owner and membership lists for the Association
- l. The hiring and firing of any employees
- m. The hiring and terminating of contracts for services.

### 5.11 Delegation of Powers of Board.

The powers of the Board of Directors may not be delegated to other persons or agents, but shall be reserved to those individuals who have been duly elected or appointed as members of the Board.

### 5.12 Compensation.

5.12.1 Members of the Board of Directors as such shall **not** receive any stated salaries for their services, but by resolution of the Board, a fixed sum may be approved for reimbursement for money spent of their own funds on behalf of the Association.

5.12.2 Board members, Officers, and Committee members may not be compensated for any service to the Association.

#### 5.12 Presiding Officer

Meetings of the Board of Directors shall be presided over by the President. The Secretary of the Association shall act as Secretary of every meeting, but if the Secretary is not present, the persons present at such meeting shall choose any person present to act as Recording Secretary of the meeting. In the absence of the President, the Vice President shall preside. In the absence of both the President and Vice President, the Secretary shall choose a member of the Board to preside.

#### 5.13 Action without Meeting.

Subject to the specific provisions of these Bylaws, any action required or permitted to be taken due to an emergency situation may be taken by the President. In the event of such action, all Board members shall be notified by reasonable means as soon as is possible.

### **ARTICLE 6 -- OFFICERS**

#### 6.1 Officers.

The officers of the Association shall be a President, a Secretary, a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board may authorize. Officers may hold more than one office. They shall serve until successor officers are elected by the Board. The officers shall be elected annually by the Board at the regular meeting of the Board. The officers shall have the authority and shall perform the duties as set forth in these Bylaws, and as may be prescribed from time to time by the Board.

#### 6.2 Qualifications.

All officers shall be owners of a Lot at the time of their election and for the duration of their term in office. Any member that is not in good standing and not holding current voting rights shall not be eligible to serve as an officer or be a member of a committee.

#### 6.3 Officer's Vacancy.

Any vacancy occurring in any office, including any new office to be created in the future, shall be filled by the Board electing a replacement. Any officers elected to fill a vacancy shall be serve for the unexpired term of his predecessor in office.

#### 6.4 Removal of Officers.

Each officer shall serve at the pleasure of the Board. Officers may be removed at any time by the Board.

#### 6.5 President.

The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members and of the Board. He may sign, along with the Secretary or any other proper officer of the Association authorized by the Board, any deed, mortgage, bond, contract. or other instrument which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Association. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

#### 6.6 Secretary.

The Secretary shall: (i) keep the minutes of the meetings of the Board and general membership meetings in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; and (iii) be custodian of the Association's records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws.

#### 6.7 Treasurer.

The Treasurer shall be responsible for all funds of the Association, overseeing the process of receiving moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws., The Treasurer and any employees handling funds on behalf of the Association shall be bonded. This cost shall be an expense of the Association.

#### 6.8 Vice President

In the instance the President is unable to fulfill their duties, the Vice President shall assume the duties and responsibilities of the president. The Vice President shall be a signatory officer on Association accounts but is not authorized to sign unless the President is unable to fulfill their duty to sign authorized Association documents.

#### 6.9 Assistant Treasurer.

The Assistant Treasurer shall have the same power and authority as the Treasurer, such authority to be exercised only at the direction of the President, and only upon the incapacity or unavailability of the Treasurer to perform such tasks.

#### 6.10 Assistant Secretary.

The Assistant Secretary shall have the same power and authority as the Secretary, such authority to be exercised only at the direction of the President, and only upon the incapacity or unavailability of the Secretary to perform such tasks.

### **ARTICLE 7 -- CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

#### 7.1 Contracts.

The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

#### 7.2 Checks.

All checks, drafts or other orders for the payment of money, and notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instrument shall be signed by the Treasurer and countersigned by the President of the Association.

#### 7.3 Deposits.

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

#### 7.4 Insurance.

##### 7.4.1 Insurance to be carried by Association.

The Association shall maintain, to the extent reasonably available, all of the following:

- a) Property insurance on the Common Elements.
- b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Common Facilities and Elements.
- c) Directors & Officers Liability Insurance

##### 7.4.2 Proceeds from property insurance.

The proceeds of any loss covered by the property policy may be disbursed for the repair or restoration

of the damaged Common Elements. At the discretion of the Board, certain Common Elements may be deemed not necessary to be replaced and all or part of the proceeds may be placed into the general operating fund of the Association.

#### 7.4.3 Disposition of insurance proceeds

Any portion of the Common Elements for which insurance is required to be maintained by the Association by this section and which is damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- a) the Association is terminated.
- b) repair or replacement would be illegal under any state or local health or safety statute or ordinance.
- c) The Board of Directors deem that the damaged improvement is of no useful purpose and should not be replaced.

#### 7.5 Gifts.

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Association.

#### 7.6 Surplus Funds.

Surplus funds assessed for a particular operation of the Association shall remain in reserve to be used for that purpose, and not placed in the general fund, so that such surplus funds are available for future unanticipated expenses related to the purpose of the original assessment.

### **ARTICLE 8 -- BOOKS AND RECORDS**

#### 8.1 Books and Records in General.

The Association shall keep correct and complete books and records of account and shall also keep minutes of its Member and Board of Director meetings.

#### 8.2 Financial Records

The Association shall keep records sufficiently detailed to enable the Association to comply with all applicable laws and regulations. All financial and other records shall be made reasonably available for examination by any Member and authorized agents.

#### 8.3 Financial Statements.

Monthly and annual financial statements shall be prepared and available to all ~~association~~ Members in good standing. ~~at all times~~

### **ARTICLE 9 -- FISCAL YEAR**

#### 9.1 Fiscal Year.

The fiscal year of the Association shall begin on January 1 and end on December 31 in each year.

### **ARTICLE 10 -- SEAL**

#### 10.1 Corporate Seal.

The Secretary shall maintain a corporate seal that shall be in the form of a circle and shall have inscribed thereon the name of the Association. The failure to impress the corporate seal on any document that is otherwise approved by the Board of Directors or the Members shall not be grounds for invalidating the document.

### **ARTICLE 11 -- LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS**

#### 11.1 Standard of Care and Justifiable Reliance

A Director of this Association shall stand in a fiduciary relation to this Association and shall perform his

duties as a Director, including his duties as a member of any committee of the Board of Directors upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of this Association, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each prepared or presented by any of the following:

- a) One or more officers or members of this Association, including, but not limited to, members of any standing committee, whom the Director reasonably believes to be reliable and competent in the matters presented,
- b) Counsel, public accountants or other persons as to matters that the Director reasonably believes to be within the professional or expert competence of such persons.
- c) A committee of the Board of Directors upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his/her reliance to be unwarranted.

An officer of this Association shall perform his duties as an officer in good faith, in a manner he reasonably believes to be in the best interests of this Association, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. A person who so performs his/her duties shall not be liable by reason of having been an officer of the corporation.

#### 11.2 Exercise of Powers.

In discharging the duties of their respective positions, the Board of Directors, committees of the Board of Directors and the individual Directors may, in considering the best interest of this Association, consider to the extent they deem appropriate:

- a) The effects of any action upon any or all groups affected by such action, including members, suppliers and creditors of this Association and upon communities in which offices or other establishments of this Association are located.
- b) The short-term and long-term interests of the Association, including benefits that may accrue to the Association from its long-term plans and the possibility that these interests may be best served by the continued independence of the Association.
- c) All other pertinent factors.

The Board of Directors, committees of the Board of Directors and the individual Directors shall not be required, in considering the best interests of the Association or the effects of any action, to regard any corporate interest or the interests of any particular group affected by such action as a dominant or controlling interest or factor. The consideration of interests and factors in the manner described in this sub-section and in sub-section (a) shall not constitute a violation of the standard of care provisions of §12.1.

Absent breach of fiduciary duty, lack of good faith or self-dealing, any act as the Board of Directors, a committee of the Board or an individual director shall be presumed to be in the best interests of this Association.

#### 11.3 Liability of Directors and Officers.

A Director or an officer of this Association shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:

- a. The Director or officer has breached or failed to perform the duties of this office as provided by law; and,
- b. The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

#### 11.4 Indemnification of Directors and Officers

11.4.1 This Association shall indemnify any Director or officer, and may indemnify any other

employee, agent or other person, who was or is a party to, or is threatened to be made a party to or who is called as a witness in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of this Association, by reason of the fact that he is or was a Director, Officer, employee or agent of this Association, or is or was serving at the request of this Association as a Director, Officer, employee or agent of another corporation, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

11.4.2 The indemnification and advancement of expenses provided by, or granted pursuant to this Section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under any Bylaw, agreement, contract, vote of shareholders or disinterested directors or pursuant to the direction, howsoever embodied, of any court or competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. It is the policy of this Association that indemnification of and advancement of expenses to, Directors and officers of this Association shall be made to the fullest extent permitted by law. To this end, the provisions of this Section shall be deemed to have been amended for the benefit of Directors and Officers of this Association effective immediately upon any modification of the UPCA, NCL, or any other applicable Pennsylvania statute which expands or enlarges the power or obligation of corporations organized under the NCL or subject to the UPCA to indemnify, or advance expenses to, Directors and officers of such corporations.

- a) This Association shall pay expenses incurred by an Officer or Director, and may pay expenses incurred by any other employee, agent or other person, in defending a civil or criminal action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding upon receipt of a written undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by this Association.
- b) The indemnification and advancement of expenses provided by, or granted pursuant to this Section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors and administrators or such person.
- c) This Association shall have the authority to create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner, its indemnification obligations, whether arising under these Bylaws or otherwise. This authority shall include, without limitation, the authority to:
  - i. deposit funds in trust or in escrow,
  - ii. establish any form of self-insurance,
  - iii. secure its indemnity obligation by grant of a security interest, mortgage or other lien on the assets of this Association,
  - iv. establish a letter of credit, guaranty or surety arrangement, or
  - v. purchase and maintain liability insurance, for the benefit of such persons in connection with the anticipated indemnification or advancement of expenses contemplated by this Section.
- d) The provisions of this Section shall not be deemed to preclude the indemnification of, or advancement of expenses to, any person who is not specified in paragraph (a) of this Section but for whom this Association has the power or obligation to indemnify, or to advance expenses to, under the provisions of the NCL, UPCA or otherwise. The Board of Directors of this Association shall exercise the authority granted by this sub-paragraph (d).

## **ARTICLE 12 -- AMENDMENTS TO BYLAWS**

12.1 All proposed amendments to the By-laws require a ballot vote of the membership. Written notice of any proposed changes will be sent to all property owners two months prior to the General Member meeting in which the vote will be cast. During that same two month notice period, the proposed amendments to the bylaws shall be discussed at the two general meetings prior to the vote. Amendments shall be adopted by a two-thirds majority of the votes cast, a quorum being present by ballot.



## **ARTICLE 13 -- COMMITTEES**

### **13.1 Action Committees**

Action committees are established for a specific purpose and report to the Board of Directors. The chairperson and the other members of the committee are normally determined when the committee is formed and may consist of any member approved at the annual, general, special or Board of Directors meeting at which the committee was formed.

### **13.2 Standing Committees**

Standing committees must be chaired by a Director. The Chairperson is appointed each year after elections by the Board of Directors at its September meeting for a term of one year. Membership on a committee must be renewed each year by Board appointment at the September meeting or afterwards. Standing committees should contain at least three (3) members, other than the President who is a member of all committees and is normally invited to all committee meetings. Only members, whose names have been approved by the Board as members of the committee and are recorded as committee members in the Minutes, are considered to have voting rights on the committee. The standing committees shall be as follows:

#### **13.2.1 Finance Committee:**

- a) Shall prepare a budget containing a list of anticipated revenues and expenditures for the upcoming calendar year for inclusion in the mailing of the notice for the annual meeting. This budget will be subject to change and approval by the general membership at the Annual meeting. This Committee will provide a monthly report to the Executive Board on what was done in the previous month, what is planned for the next month, and if there were any obstacles encountered.
- b) Shall have the Association's ledgers either compiled, reviewed or audited by an independent CPA at the end of each fiscal year. This shall include the financial ledgers of the treasurer and all committees or trust funds which receive funds from the Association in a lump sum that are then disbursed by that committee as it deems necessary or moneys they receive through donations. The Treasurer may not be chairperson of the Finance Committee.
- c) Shall recommend to the Board of Directors the best means of providing insurance for the Association. This shall include mandatory liability insurance for Directors and Officers, worker's compensation insurance for any employees hired by the Board of Directors and property insurance for Association property. It shall also see that all contractors hired for any work provide a current certificate of liability insurance, a copy of which shall remain on file.
- d) Shall obtain bids from, and recommend to the Board of Directors the hiring of any collection agency or legal service for the collection of the annual assessments from property owners, if necessary.
- e) Shall provide to the County and the Board of Assessment Appeals, a certification during the month of January each year, that the tax-free common areas and facilities owned by the Association have operated in the previous calendar year exclusively for the benefit of its membership and their guests.

#### **13.2.2 Road Committee**

- a) Shall manage the road trust fund and recommend to the Board of Directors how such funds shall be expended for road improvements and maintenance. This Committee will provide a monthly report to the Executive Board on what was done in the previous month, what is planned for the next month, and if there were any obstacles encountered.
- b) Shall be responsible for recommending the amount of any damage fees to be assessed a property owner for damage that occurs to the roads or other common areas.
- c) Shall be responsible for the collection of bids from contractors and recommending to the Board of Directors which contractors should be hired for roadwork, water drainage work, snow plowing and sanding.
- d) Shall conduct the annual closing of the roads for one day, admitting only property owners or others who do not have a legal right of way to their respective property except via the private roads owned by the Association.

#### 13.2.3 Security Committee

- a) This Committee will provide a monthly report to the Executive Board on what was done in the previous month, what is planned for the next month, and if there were any obstacles encountered. Shall be responsible for recommending to the Board of Directors the hiring of properly trained security guard(s). The responsibilities of the security guard(s) shall be limited to:
  - b) Maintaining a safe, enjoyable community by enforcing speed limits as set by the Board of Directors if the technology to do so is employed.
  - d) Stopping trespassers and members not in good standing from using facilities on Association land.
  - e) Following proper security procedures adopted by the Board of Directors.
  - f) Establishing a Neighborhood Watch group comprised of members if the need is seen.
  - f) Submitting written citations for alleged violations of any Association By-Law, Rule or Regulation to members and non-member guests or tenants to the Rules Committee within ten (10) days after it is issued or received.

#### 13.2.4 Lake and Waterfront Committee:

- a) Shall seek the advice of experts in keeping the lake clean, productive and sanitary. This Committee will provide a monthly report to the Executive Board on what was done in the previous month, what is planned for the next month, and if there were any obstacles encountered.
- b) Shall be responsible for collecting bids from contractors and recommending to the Board of Directors which contractors should be hired for any such work.
- c) Shall recommend to the Board of Directors the best means of keeping the lake stocked with fish.
- d) Shall also seek the advice of experts as to the best methods of making and keeping the lake productive and to recommend necessary rules and regulations, consistent with the PA Fish commission that also requires a fishing license for all fishing, limiting the dates and times that fishing will be allowed and the daily limits for each variety of fish stocked
- e) Shall be responsible for maintaining a clean and safe Beach and Dock area. This includes recommending lifeguards to be hired to the Board of Directors, ordering additional sand when needed, maintaining fence and rafts, arranging toilet facilities and making other recommendations to the Board of Directors.

#### 13.2.5 The Building and Grounds Committee:

- a) Shall be responsible for maintenance and improvements of the buildings and grounds and for collecting bids from contractors and recommending to the Board of Directors which contractors should be hired for any such work. This Committee will provide a monthly report to the Executive Board on what was done in the previous month, what is planned for the next month, and if there were any obstacles encountered.
- b) Shall recommend reasonable rates for the rental of the Community Center prior to approval by the membership.
- c) Shall coordinate rental of the Community Center with other Association meetings and activities.
- d) The chairperson shall possess the keys to such structures as appropriate but not to the office or filing cabinets.
- e) Shall be responsible for the collection of bids from contractors and recommending to the Board of Directors which contractors should be hired for performing the annual inspection and any other maintenance or improvements to the Dam that may be needed.

#### 13.2.6 The Rules Committee:

- a) Shall advise the Board of Directors on the Association's By-Laws, Rules and Regulations when appropriate. The Rules Committee will provide a monthly report to the Executive Board on what was done in the previous month, what is planned for the next month, and if there were any obstacles encountered.
- b) Shall propose changes in the Association's Rules, Regulations and By-Laws to the Board of Directors.
- c) The Rules Chair shall act as the manager of elections in preparing ballots and conducting the election according to the Rules (unless otherwise delegated by the Board to someone else).

- d ) The Rules Chair shall collect any complaints made against any property owner alleging a violation of any Association Rule, Regulation or By-Law.
- e) The Rules Chair ensures the Association sends warning and/or fine letters to people regarding violations of any Association Rule, Regulation or By-Law with a 30 day appeal process in place. All letters are reviewed by the President before being sent.
- f) The Rules Chair organizes appeals hearings, which involve people accused of violations meeting with the Board of Directors. The Board of Directors have the final authority on how violations are addressed.

#### **ARTICLE 14 – CONSTRUCTION AND INTERPRETATION**

14.1 Should any section or any part of any section of these ByLaws be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of these ByLaws.

# Monroe Lake Property Owners Association RULES

## 1.0 Revision History

Date	Version	Author	Notes/ Revisions
August 2020	1.0	Membership Votes	Creation of Rules up to Section P
August 2022	1.1	Membership Votes	Rule Q added
August 2023	1.2	Membership Votes	Section E – motor vehicle prohibited on beach and dam area, littering is prohibited, Children under 13 must be supervised and wear life jackets for lake activities, Children under 13 must be supervised on beach, Picnics are limited to designated areas, stickers needed for boats that are stored on MLPOA property, restricted types of watercraft, driving on the lake prohibited, members in good standing permitted to use all amenities, and everyone is allowed to use the road. Section F – fishing requires MLPOA member cards, fishing is not permitted on beach area Section H – Fireworks rule updates
December 2023	1.3	Membership Votes	All Sections. All fines currently under \$500 will be doubled with the exception of: PLAYGROUND G.3 (MOTOR VEHICLES ON PLAYGROUND.) SHOULD BE \$200 (not \$50). Section J. Construction/Planning-Added fine for not submitting a construction permit/septic permit when requested and HOA can request changes to drainage with construction.
January 2024	1.4	MLPOA BOARD	Beach and lake: no blowing leaves into it. Construction: property owners must erect walls to stop debris from flying into the lake. Community Center: no firearms.
May 2024	1.5	MLPOA BOARD	Firearms banned from all common property. Children must be supervised entering and being on the beach. No diving allowed into the lake. No alcohol at beach, lake and playground. No smoking at beach or playground around minors.
August 2024	1.6	Membership Votes	Rules enacted in January 2024 and May 2024 were approved by the membership.
December 2024	1.7	Membership Votes	New leaf blowing rule, ATV, Dirt bike and go cart fine increase (to \$500), Business rule clarification, Excessive dog barking rule

## **A. LEGAL**

1. All Federal and Commonwealth of Pennsylvania laws, Pennsylvania non profit Corporation law, Middle Smithfield Township Ordinances and Regulations, in addition to all of Monroe Lake Covenants, Deed Restrictions, Articles, Bylaws, Rules and Procedures are to be obeyed by all. Deed Restrictions supersede all other laws. The fines and penalties in this document do not supersede or take the place of any existing PA laws. These fines are in addition to any legal action the State of PA will impose.
2. Any authorized Association personnel, including lifeguards, security personnel, Directors & Officers have the authority to challenge those who are believed to be in violation of these rules.

## **B. ADDITIONS AND AMENDMENTS**

1. Additions or amendments to any of these rules may be enacted by a two-thirds (2/3) vote of the Board of Directors present at any duly called meeting. Any such addition or amendment enacted by the Board must be ratified by a ballot vote of the members at the next Annual Meeting. The rule must be ratified by a majority of the votes cast. Any such addition or amendment will be enforceable for the period from adoption by the Board until the results of the Annual Meeting vote. Depending on the results of the Annual Meeting vote, the addition or amendment is either rescinded or made permanent.

## **C. FEES & FINES**

2. Enforcement of these rules and fines are subject to procedures established by the Board. The procedures include the ability to dispute the violation and/or fine through a hearing by the Rules Committee.
3. One warning, instead of a fine, may be given at the discretion of the security guard. All unpaid fines for violations shall be added to the annual assessments and will include all collection costs involved, plus interest.
4. Property Owners are responsible for informing any guests or tenants of these rules and all Bylaws and deed restrictions. Property owners are responsible for any fines or other penalties incurred by the behavior of their guests or tenants.
5. In any situation where fines are not stated in this document, after fair warning to the offender, the board may impose a fine.

## **C. TRESSPASS**

1. All members or renters must always carry membership cards and on all Association property.
2. A person who is not a property owner, or the authorized guest or tenant of a property owner or operating a vehicle on MLPOA property without justification will be considered to be trespassing. Those considered to be trespassers will be required to leave MLPOA property. Police will be contacted to remove those refusing to leave.
3. No member may lend Association badges and/or other MLPOA identification forms to anyone. Fine \$100.

## **D. BEACH & LAKE**

1. Motor vehicles of any kind are prohibited on the beach and the dam area. Fine \$400
2. All persons must show appropriate badges to the lifeguard upon entering the beach area and/or upon request. If no badge, or identification as a member in good standing is produced, persons will be asked to leave the area.
3. Glass of any type is prohibited on the beach
4. Littering is prohibited. All trash must be placed in the receptacles provided. Fine \$100
5. All parents are responsible for the conduct of their minor children.
6. Children under the age of thirteen (13) years of age are not permitted to use row boats, canoes, paddleboats, sail boats and Jon boats on the lake unless supervised by an adult who shall be responsible for the child's behavior and conformance to all lake and beach rules and regulations. They must wear life jackets as per state law. Parent to be Fined \$100.

7. Children under thirteen (13) years of age are not permitted access to the beach unless properly supervised by a responsible adult. Parent to be Fined \$25 if they are not present and \$50 for a second offense. There is no lifeguard on duty and people swim at their own risk.
8. Children under thirteen (13) years of age MUST be accompanied by, and under the direct supervision of a parent/legal guardian at all times while in the beach area or swimming in the adjacent lake area. Parent to be fined \$25 if they are not present and \$50 for a second offense.
9. There will be diving into lake, no diving off the community dock, and no diving off floatation devices by members or guests. Members in violation will receive a warning. Failure to abide by the warning will result in a \$25 fine for a second offense.
10. Picnics on MLPOA property are limited to the designated areas of the community house, beach and playground areas.
11. No boats are allowed in the swimming area.
12. Overcrowding of boats, as stipulated by the manufacturer's specifications, is prohibited.
13. Boats must show an MLPOA sticker and be equipped with electric or gas motors equal to or less than, five (5) horsepower with underwater exhaust as stipulated by the Deed Restrictions
14. All crafts must be equipped with a USCG approved flotation device for each occupant.
15. Registered boats may not be stored on Association property without an appropriate sticker attached and may result in the impoundment of the boat and forced removal of any locks or chains. MLPOA is not responsible for any damage or theft. Stickers shall be provided for each boat after payment of dues. Stickers are required for all MLPOA members' boats, (this includes sail boats, paddleboats, rowboats, jon boats, kayaks, canoes, and paddleboards). Boat Racks are available for members in good standing. Boats are not to be stored overnight on Association property in areas outside the designated Boat Racks. If the owner does not comply, the Association can confiscate the boat and charge the owner for removal.
16. Jet skis, skidoos, and wave runners, or any gas-powered devices except as described in the Deed Restrictions. are prohibited. Fine \$400
17. Driving cars, trucks or any vehicles on the lake, with the exception of snowmobiles, is prohibited. Fine \$400
18. With regard to fishing, all members of a good standing and their immediate family are allowed the use of the lake as defined in Pennsylvania's most current summary of fishing regulations. Members are permitted two guests as per our Deed restrictions, other than family members, as long as these guests are accompanied by the MLPOA member.
19. During winter conditions, MLPOA does not test the thickness of the lake ice. Those engaging in snowmobiling, ice skating, ice fishing and other similar seasonal activities are warned to verify the thickness of the ice as related to the safety of their activities.
20. Only members in good standing are permitted to use the common facilities of MLPOA, with the exception that all members shall be permitted to use the roads. Fine \$100
21. Swimming from MLPOA property is only permitted at the beach.
22. Property owners (or contractors they hire) are not to blow leaves and debris into the Lake. Fine \$100.

## **E. FISHING**

1. All fishermen must have proper member identification cards and show them upon request to security or MLPOA member. Non-members are subject to removal unless they are guests (see rule 5.)
2. Fishermen must comply with the State Fishing Laws and Regulations. They must possess and display a PA license if sixteen (16) years of age or older.
3. Fishing is not permitted in the beach area. Fine \$100
4. Ice fishing is permitted but holes must be properly marked.
5. With regard to fishing, all members of a good standing and their immediate family are allowed the use of the lake as defined in Pennsylvania's most current summary of fishing regulations. Members are permitted two guests as per our Deed restrictions, other than family members.

## **F. PLAYGROUND**

1. Children under the age of ten (10) years of age are not permitted to use the playground area or

- equipment unless accompanied by an adult who shall be responsible for the child's behavior
- 2. Adult swings, basketball court, etc., may be used by all members possessing appropriate identification.
- 3. Motor vehicles of any kind are prohibited on the playground or any designated sports, play, or park area. Fine \$200

## **G. COMMUNITY CARE**

- 1. Any loud music or noise emitted from parties or group activities or other cause after 11 PM is prohibited if it is a disturbance to neighbors in close proximity. Fine \$50
- 2. A curfew from 11:00PM to 6:00AM is in effect for persons under the age of 18 without adult supervision. Fine \$50
- 3. Drunkenness is prohibited on community property. Fine \$100
- 4. The placing of any posters, flyers, newsletters, signs or literature of any kind, except for Realtor signs, on any MLPOA owned property, including areas along the road, requires approval of the Board. All such approved materials must be removed within three (3) days of the event. This rule does not apply to the Chairperson of a Committee or a representative of the Association for signs related to Association matters.
- 5. Property owners are responsible to keep their property free from unsightly refuse and trash and for providing appropriate storage of their garbage. This includes cleaning up unsightly garbage or garbage that has been vandalized by animals. The violation shall be corrected within 14 days of the written notice of the offense. If not abated within 14 days, the fine will be reissued for each 14-day period following. Fine \$200.
- 6. Littering, including bottles and cans thrown from vehicles, is prohibited. Fine \$50
- 7. Dumping of trash or refuse anywhere in Monroe Lake Shores is prohibited. Fine \$200 plus cost of clean-up.
- 8. A person who disturbs a meeting or shows abusive conduct toward a Board member or a fellow member during a meeting shall be required to leave.
- 9. Any behavior or activity that poses an imminent threat of injury or damage to the person, another person or property is prohibited.
- 10. Fireworks shall not be set off on Monroe Lake Property Owners Association common facilities unless it is an activity sponsored by the association. Fine \$200 first event and \$300 second event.
- 11. Fireworks shall not be set off in MLPOA between 10 p.m. and 10 a.m., except on July 2, 3, 4 and Dec. 31, when they may be used until 1 a.m. \$200 fine.
- 12. In accordance with deed restriction 4, shacks, tents, trailers and trailer camps are prohibited from being constructed, maintained and/or occupied as temporary or permanent residences on lots in our association. MLPOA interprets this deed restriction to prohibit occupying Recreational vehicles of all kinds. pt offense: \$50. Fine for each subsequent event: \$100.
- 13. Homeowners with unoccupied buildings are responsible for keeping properties secure and free of squatters. A squatter is defined as someone who unlawfully occupies a property. Homeowners who fail to prevent or fail to take action in 30 days against squatters will receive a \$100 fine. Failure to resolve this issue in 30 days of this notification will result in another \$100 fine.
- 14. Alcoholic beverages are not permitted on the beach, lake and playground. Violators of this rule will be asked to remove these beverages from these areas. Failure to abide by this rule will result in violators being asked to leave or police to be contacted. (Board vote May 2024)
- 15. No Smoking permitted at the beach or playground around minors. Violators of this rule will be asked to stop smoking. Failure to abide by this rule will result in violators being asked to leave or police to be contacted. (Board vote May 2024)
- 16. Residents and landscapers must not blow or dispose of leaves and yard debris into streets, sides of streets, neighboring properties without permission, or drainage areas such as swales. Proper disposal includes composting on the homeowner's own property, bagging for trash pickup or placing debris in green waste designated areas. Violations of this rule will result in a \$100 fine per occurrence.

## **H. COMMUNITY CENTER**

1. Alcoholic beverages are permitted at an official Association function as subject to PA laws.
2. Firearms are banned from Association functions. Individuals who bring firearms into the Community Center will be asked to leave or police will be contacted.

#### **I. CONSTRUCTION/PLANNING**

1. Plot plans, building & zoning permits, architectural plans, septic diagram and location of well and septic, engineer's and environmental impact studies must be submitted and reviewed by MLPOA before construction begins.
2. All reasonable efforts shall be made to avoid the need to run water or septic pipes from one lot to another under the roads in Monroe Lake.
3. Contractors, Sub-contractors and property owners are prohibited from doing construction work prior to 8:00AM or after 8:30PM except in an emergency situation.
4. Only a contractor hired by MLPOA with the approval of the Board is allowed to open new roads, including those roads shown on the map but not officially open or useable, or to reopen closed roads or unused roads, due to drainage, steepness of incline, safety, negative environmental impact or other work must also conform to all other deed restrictions. It is the property owner's responsibility to provide MLPOA with a copy of an approved septic permit from Middle Smithfield Township as to the status of the septic system in question.
6. Construction areas must be kept neat and clean during construction and all debris is to be removed completely within ten (10) days after completion of the project. This is strictly the responsibility of the homeowner. Fine \$200.
7. No construction may be approved or begun unless all dues and/or liens on the property have been paid.
8. No hazardous materials may be stored in the ground or anywhere in the MLPOA complex. Normal household items, properly stored, are exempt.
9. Any contaminated ground, due to the storage of hazardous materials, shall be removed and disposed of, as per DEP Regulations, at the expense of the owner.
10. All construction must be completed during the life of the original building permit.
11. Property owners (with properties that adjoin the lake) will take measures to prevent building materials from entering the Lake. Failure to take measures will result in a Fine of \$200.

#### **J. FIREARMS**

1. Hunting or discharge of weapons, including but not limited to pellet guns; "BB" guns, shotguns, crossbows, rifles and bows and arrows, is prohibited within the Community. Fine \$200
2. Any person in possession of any firearm must be in compliance with the PA Laws.

#### **K. LOTS**

1. All properties offered to the Association require approval of the Board for acceptance.
2. Directors, Officers, committee members, and any employees, that become aware of property owners who wish to sell their lots, may not act on this information until the information has been made public for a two week period.
3. Buildable lots considered for sale by the Association will be sold to members in good standing, at market value, or as determined by the board. Unbuildable lots will be sold at a price determined by the Board.
4. Property owners shall not utilize any property for commercial purposes (see deed Restriction 10) to store any heavy equipment, commercial vehicles, or tractor trailers not in an approved enclosed structure (see Deed Restriction 11). This includes the display of large commercial signs advertising the business that is being housed by the property. This rule does not apply to individual's work vehicles which are used outside of our community by companies not based in the Monroe Lake Property Owners Association. This also does not apply to vehicles and equipment being used to do approved work on individual homes or lots within the MLPOA community. Violation of this rule will result in a warning letter sent and subsequent violations will result in a \$250 fine.

#### **L. PETS**



1. All pets must be confined to the owner's property and walked on a leash. Fine \$50.
2. No pets; dogs, cats or other animals, are permitted on the beach, picnic area or other areas designated as recreational areas. Fine \$50.
3. All persons must clean up after their pets. Fine \$50.
4. All dogs must have a license tag as required by state or local jurisdictions
5. All household pets must be kept under the owner's control at all times
6. Any behavior of a pet considered a disturbance by any resident may be reported to the appropriate agencies and subject to possible penalties.
7. No property owner or tenant shall allow or permit their dog to engage in repeated loud howling or barking or other unreasonable noise that impedes the peaceful employment of any person any time of the day or night. This is defined as barking, yelping or whining for more than a 1 hour period. The first violation will result in a warning letter. If the property owner or tenant does not take actions to address the disturbance, a \$50 fine will be issued for subsequent violations.

#### **M. ROADS**

1. All PA motor vehicle statutes are to be strictly observed.
2. All ATVs, go-cart and dirt bikes are strictly prohibited on Association-owned property, including all roads. Fine \$500.
3. Vehicles are not permitted to drive faster than 15mph on any road in Monroe Lake. Fine \$200
4. No vehicles parked on the roads may impede traffic in any way. Fine \$50 plus cost of towing, if needed.
5. Any inoperable motor vehicle or vehicles, or substantial parts thereof, may not be collected, stored or otherwise kept on any lot for a period to exceed two (2) consecutive weeks unless stored in an allowable enclosed structure.
6. Burning leaves on the road is prohibited. Fine \$200 plus cost of road repair.
7. Maintaining and repairing all community owned roads shall be the responsibility of the Board of Directors of Monroe Lake Property Owners Association. Improvements and upkeep shall be done as deemed necessary by the Roads Committee and approved by the board. When a condition is considered unsafe and in need of emergency repair, the road chairperson, or the President in their absence shall take action to remedy that condition as soon as is reasonable without Board vote. All repairs must be done at the direction of said authority only and shall not be taken on by any person not having authority including residents and property owners, regardless of their close proximity to the needed repair or by any tradesperson that might be hired by an unauthorized party.

#### **N. PARKING**

1. Licensed vehicles may only be parked in designated areas at the beaches, Community Center and other such parking lots.. Vehicles parked in posted "No Parking" areas will be towed at owner's expense
2. MLPOA is not responsible for any damage incurred in the removal of an illegally parked vehicle.
3. Persons launching boats are required to remove their vehicles from the launching area.

#### **O. BURNING**

1. Residents may use small fire pits of an approved construction and chimeneas in a recreational
2. setting to burn firewood only where a responsible adult is supervising at all times. All other forms of burning are not permitted, including the use of burning barrels, and outside burning of
3. recyclable material, trash or leaves.
4. Violation of this rule may result in citation by Middle Smithfield Township
5. MLPOA fine \$200.00

#### **P. RENTALS**

1. In accordance with Deed Restriction #10, no rentals of 30 consecutive days or less are permitted in in the Community. FINE: \$500.00. If this is not abated within 14 days, an additional fine of \$500.00 will

be issued for each successive 14-day period.

2. A property owner who engages in long-term rental(s) must ensure that the tenants are registered with the MLPOA office. Tenants can register on their own with the MLPOA office manager. FINE: \$200.00.

## FINE SCHEDULE

Section	Number	Rule	First offense	subsequent offense	notes
Trespass	C 1	member may not lend MLPOA badges or ID forms to others	\$100	same	
Beach & Lake	D 1	no vehicles of any kind on the beach or dam area	\$400	same	
Beach & Lake	D 4	no littering	\$100	same	
Beach & Lake	D 6	children under 13 on boats must be supervised/life jacket	\$100	same	
Beach & Lake	D 7	children under 13 must have an adult supervising to access beach	\$25	\$50	
Beach & Lake	D 8	children under 13 must have adult sup. to use beach or swim in lake.	\$25	\$50	
Beach & Lake	D 9	no diving into the lake off dock or flotation devices.	warning	\$25	
Beach & Lake	D 16	no jet skis, skidoos, wave runners or other gas-powered devices	\$400	same	
Beach & Lake	D 17	no vehicles on the lake except snowmobiles	\$400	same	
Beach & Lake	D 20	only members in good standing can use amenities.	\$100	same	
Beach & Lake	D 22	leaves and debris are not to be blown into the lake.	\$100	same	
Fishing	E 3	no fishing off the beach area	\$100	same	
Playground	F 3	vehicles not allowed on playground or any sports or park area	\$200	same	
Community Care	G 1	no loud music/noises after 11pm if it disturbs immediate neighbors	\$50	same	
Community Care	G 2	curfew is 11pm to 6am for people under 18 w/o adult supervision	\$50	same	
Community Care	G 3	no drunkenness on community property	\$100	same	
Community Care	G 5	properties with garbage and refuse will be cleaned in 14 days	warning	\$200	
Community Care	G 6	no littering including throwing bottles and cans from vehicles	\$50	same	
Community Care	G 7	dumping of trash or refuse anywhere in MLPOA prohibited	\$200*	same	* includes cost of cleanup.
Community Care	G 10	no fireworks on MLPOA common facilities unless MLPOA event	\$200	\$300	

Community Care	G 11	no fireworks between 10pm and 10am except certain holidays.*	\$200	same	July 2,3,4 and Dec 31: 1am-10am.
Community Care	G 12	no shacks, tents or trailers as permanent residences on lots	\$50	\$100	
Community Care	G 13	no squatters in unoccupied buildings. Homeowners have 30 days to act.	\$100	\$100	
Community Care	G 16	Leaf blowing into neighbors, street or swales	\$250	same	
Construction	I 5	construction areas must be kept neat: debris removed in 10 days	\$200	same	
Construction	I 10	property owners on lake will not let debris enter it.	\$200	same	
Firearms	J 1	hunting or discharge of weapons is prohibited within community	\$200	same	see rule for list of weapons
Lots	K 4	Lots or property should not be used for commercial purposes. No storage and no signs	warning	\$250	
Pets	L 1	pets must be confirmed to property and walked on a leash	\$50	same	
Pets	L 2	no pets on beach, picnic area or other recreational areas	\$50	same	
Pets	L 3	all must clean up after pets.	\$50	same	
Pets	L 7	No excessive barking beyond 1 hour	\$50	same	
Roads	M 2	no ATVs, go-carts or dirt bikes on MLPOA roads or property	\$500	same	
Roads	M 3	15mph speed limit on MLPOA roads	\$200	same	
Roads	M 6	no burning leaves on road. Burner also pays costs to repair road.	\$200	same	
Burning	O 1	small fire pits only for firewood. No other forms of burning allowed.	\$200	same	
Rentals	P 1	no rentals of 30 days or less permitted. 14 days to stop.*	\$500	\$500	will be fine for each 14 day period
Rentals	P 2	tenants of long term rentals must be registered with MLPOA.	\$200	same	

