

**BYLAWS OF THE
LAUREL MOUNTAIN VILLAGE PROPERTY OWNERS ASSOCIATION**

Owners of real property situated in Laurel Mountain Village (the "Village") have organized to maintain, administer and uphold the Covenants as set forth in the various Plans of the Village of record in the Somerset County Recorder's Office and known as Plans A, B, C, D, E, F and G. The following Bylaws are adopted for the purpose of regulating the affairs of the Association.

**ARTICLE I
Name, Membership Eligibility**

1.01 The name of the organization is Laurel Mountain Village Property Owners Association hereinafter referred to as the "Association". The Association is a nonprofit corporation incorporated under the Nonprofit Corporation Law of 1988. The President or Board of Directors may hold meetings of members at such places within the state of Pennsylvania as may be designated.

1.02 All owners of real property within the Laurel Mountain Village Plans of Lots are Full Members and entitled to one (1) vote per owner regardless of the number of lots owned, on matters specifically related to the Bylaws, Covenants and Board Elections, and any future documents as may be necessary. Multiple owners of any lot or lots shall be entitled to only one (1) vote. Full Members are considered members in good standing and may serve as an Officer, Director or committee member if the member and/or the member's real property is not in violation of any of the Covenants, and their assessments, if any, are paid current or are under an approved payment plan.

**ARTICLE II
Annual Membership Meeting**

2.01 An annual meeting of the membership is to be held on the second (2nd) Saturday of October at a time and place to be designated by the Board.

Board Meetings

2.02 The Board may meet less than quarterly at the direction of the President but in no case shall they meet less than semi-annually.

Special Meetings

2.03 Special meetings of the member or Board of Directors may be called at any time by the President, or by the request of a majority of the then current Board of Directors. Special meetings shall also be called by the President at the written request of at least twenty percent (20%) of the then current membership.

Notice of Meetings

2.04 Notice of the annual and special meetings of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting in such manner as the President directs.

ARTICLE III
Board of Directors

Selection - Number

3.01 The Affairs of the Association shall be conducted by the Board of Directors ("the Board") who shall be members in good standing of the Association. The Board shall consist of nine (9) members, elected or chosen as hereinafter provided. The number of Board members may be increased or decreased by the majority vote of the members in good standing of the Association at the annual meeting or by a special ballot sent out by the Board and then subsequently approved by a majority vote of the then current Board members, but in no event shall the number of directors be less than three. A majority of the Directors shall constitute a quorum for the transaction of business.

Term of Office

3.02 The term of office of each elected Director shall be three (3) years. The terms of Directors shall run from the 1st day of January to the 31st day of December beginning after the election. Vacancies for Directors created by expiring terms shall be filled at the annual meeting of the Association with the election of members to serve terms of three years each. Directors may serve consecutive or repeated terms if so elected.

Filling of Mid-Term Vacancies

3.03 When a Board Member is unable to complete his or her term, the Board by two-thirds (2/3) vote of those present and voting shall elect a member to fill the vacancy until the next annual election meeting, when eligible voting member of the Association shall elect a Director to serve the remainder of the unexpired term.

Qualifications

3.04 All Directors must own real property in the Village and be members in good standing as hereinabove described.

Removal

3.05 Any member of the Board may be removed by a vote of two-thirds (2/3) of the members of the whole Board, or by a vote of three-fourths (3/4) of the members in good standing, but only at a meeting which has specifically been called for the purpose of considering the removal of that member from the Board. The Board shall also have the right to replace any Officer or Board member who misses more than three (3) meetings in succession without prior notice and subsequent approval of the Board.

Action Taken Without a Meeting

3.06 The Board shall have the right to take any action in the absence of a meeting, which they could take at a meeting by notifying each Board member of the proposed action and obtaining the written approval of the majority of the Board Members. Email may be considered a form of written approval if so designated by the President for a given matter. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE IV
Nomination and Election of Directors

Nominations

4.01 The Board shall accept nominations of members for Directors positions during the period of August 1st through September 1st each year. Nominations may be made in person or by written letter or submitted by email to the Board or the Webmaster. If the Board determines the nominee is a member in good standing, their name will be placed on the Ballot. The names of the candidates will be listed with incumbents first, followed by nominees in the order their nomination was received. Said Ballot shall include the raised seal of the Association and instructions to vote for up to as many candidates as there are vacancies. The Board shall send Ballots by U.S. Mail or any other means it approves to members in good standing. Ballots will not be available at the annual meeting.

Election

4.02 For the purpose of voting in a Board of Directors, the following applies: Only Members in good standing may vote and they are entitled to one (1) vote per owner regardless of number of lots owned or number of owners of any one lot. Members voting by proxy must provide written and signed permission for the proxy to cast their vote. Ballots may be received up to the start time of the annual meeting. The President shall appoint two (2) Election Judges from the Board who are not listed on the Ballot and one (1) Election Judge from the meeting attendees who is in good standing and not a Board Member. At the conclusion of the annual meeting, the Election Judges shall inspect and verify each Ballot and report the results. Any dispute between the Election Judges will be decided by the President, and tie votes shall be resolved by the flip of a coin as conducted by the President.

4.03 If there are more than three (3) vacancies to be filled at the annual election, those elected candidates receiving the highest number of votes shall be declared elected for the longest terms.

ARTICLE V
Meeting of Directors

Regular Meetings

5.01 Regular meetings of the Board of Directors shall be held in accordance with Article 2.02 of the Bylaws. At the first such meeting following the annual meeting, the Board shall elect Officers of the Association from among the Directors. A majority of the Directors shall constitute a quorum for the transaction of business.

ARTICLE VI
Powers and Duties of the Board of Directors

6.01 The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the roadways, common areas and facilities, the implementation of the Covenants, restrictions and conditions applicable to properties within the Village, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws.

(c) Employ a manager, an independent contractor, or such other employees as they deem necessary and prescribe their duties.

(d) Set the fees and assessments payable by the owners of real property within the Village at least thirty (30) days in advance of each assessment period for membership dues, the upkeep, maintenance and improvement of the common areas of the Village, including the roads, and for other special projects, or assign such duties to committees created by the Board.

(e) Establish and/or foreclose a lien against real property for which fees and assessments are not paid by the property owner with 30 days after due date, or to bring an action at law against the said property owner.

(f) Establish a policy and procedure for the periodic review of the Covenants to determine the appropriateness of continued enforcement and whether said enforcement is necessary to preserve and maintain the rustic overall atmosphere of the Village. The Board shall establish a review process of any violations of the current enforceable Covenants and may establish a system of fines for any violations not corrected in a timely manner at the request of the Board.

(g) The Board may establish and enforce other rules that it deems appropriate to preserve and maintain the rustic overall atmosphere of the Village. The Board shall establish a review process of any violations of these rules and may establish a system of fines for any violations not corrected in a timely manner at the request of the Board. This paragraph shall also be interpreted to give the Board the right to review the Village for issues that it deems to be violations needing correction regardless of length of their existence.

6.02 It shall be the duty of the Board of Directors to:

(a) Cause to be kept a record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members.

(b) Supervise all officers, agents, and employees of this Association and to see that their duties are properly performed.

(c) Send written notice of the fees and assessments to every real property owner subject thereto at least thirty (30) days in advance of each assessment period or assign such duties to committees created by the Board.

(d) Issue, or cause an appropriate Officer or Committee Chairperson to issue, on demand by any person or entity having legal reason to make the demand, a Certificate setting forth whether or not fees and assessments against real property have been paid and whether there are any outstanding matters or pending litigation regarding violations of the Covenants. Said Certificate shall be conclusive evidence of same. The Board of Directors may charge a reasonable fee for the issuance of any such Certificates.

(e) Procure and maintain adequate liability and hazard insurance on real or personal property owned by the Association.

(f) Cause all Officers having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) Cause the maintenance of any common area, recreational area and/or roadways owned or controlled by the Association, or assign such duty to do so to an appropriate committee, provided however, that the Association is not responsible for the maintenance, improvement or repair of the public sewer and/or water systems.

ARTICLE VII

Officers

7.01 The Officers of the Association shall consist of a President, a Vice President, a Secretary, and a Treasurer, each elected by the Board from its fellow Directors at the first meeting of the Board following the annual election meeting and each shall serve for one (1) year or until a successor has been duly elected. The Board may elect or appoint such other Officers or fill vacancies of Officers it deems required for the efficient dispatch of the business of the Association. An Officer may serve consecutive or repeated terms if so elected.

Duties of Officers

7.02 President – The President shall be the principal executive officer of the Association and, subject to restraints imposed by the Board, shall supervise and control all the business of the Association. When he/she is present, he/she shall preside at all meetings of membership and of the Board. As authorized by the Board and on behalf of the Association, the President signs contracts and all other legal instruments, except in instances when the Board has expressly designated some other Officer, Director, Committee Chairperson or member in good standing to sign a document. In general, the President shall perform all duties incident to the office of President, as well as such other duties the Board may prescribe.

7.03 Vice-President – If the President is absent or is unable or unwilling to act, the Vice President shall perform all duties of the President and, when doing so, shall have all the powers of the President. In addition, he/she shall perform such other duties as may from time to time be assigned to him/her by the President or by the Board.

7.04 Secretary – The Secretary shall: (1) keep Minutes of the meetings; (2) see that all notices are duly disseminated in accordance with these Bylaws or as required by the law; (3) maintain and act as custodian of the records of the Association; (4) maintain a register listing names and mailing addresses of all members; (5) perform all of the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or the Board.

7.05 Treasurer – The Treasurer shall: (1) have custody of and be responsible for all the funds of the Association while they are in his/her keeping; (2) receive, and give receipts for, monies paid to the Association, depositing such monies in the name of the Association in banks, trust companies or other such institutions; (3) withdraw funds of the Association from any depository solely for the purpose of paying Association obligations or for the purposes authorized by the Board; (4) in general, perform all the duties incident to the office of Treasurer and such other duties as may be assigned to him/her from time to time by the President or the Board.

7.06 Limitation of Liability – Every Director and Officer of the Association in exercising his/her powers and discharging his/her duties shall act honestly and in good faith with a view to the best interests of the Association and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no Director or Officer shall be liable for the acts, receipts, neglects or defaults of any other Director, Officer, employee, or property owner, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property, or disputes, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous acts of any person with whom any of the monies, securities or effects of the Association shall be deposited, or for any loss occasioned by any error of judgment or oversight on his/her part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his/her office or in relation thereto; provided that nothing herein shall relieve any Director or Officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

7.07 Indemnity – Subject to the limitations contained in the Act, the Association shall indemnify a Director or Officer, a former Director or Officer, or a person who acts or acted at the Association's request as a Director or Officer of a body association of which the Association is or was a shareholder or creditor, and his/her heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him/her in respect of any civil, criminal or administrative action or proceeding to which he/she is made a party by reason of being or having been a Director or Officer of the Association or such body association, if

- (a) he/she acted honestly and in good faith with a view to the best interests of the Association; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he/she had reasonable grounds for believing that his/her conduct was lawful.

The Association shall also indemnify such person in such other circumstances as required. Nothing in this Bylaw shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this Bylaw.

7.08 Insurance – the Association may purchase and maintain insurance for the benefit of any person referred to in Section 7.06 against such liabilities and in such amounts as the Board may from time to time determine.

ARTICLE VIII

Committees

8.01 There will be committees for Building, Public/Governmental Relations, Recreation, Nominating, Road Maintenance, Animal Control, and such other committees as shall from time to time be established by the Board, with such powers as the Board may delegate. The Chairperson of each Committee shall be appointed by the President, approved by the Board, shall serve at the

Board's pleasure and may be a member of the Board or any member in good standing. The Chairperson of each Committee establishes its membership, subject to the approval of the Board, and presides over all Committee meetings. Committee Chairpersons or a designated Committee Member should attend Board meetings to report their Committee's activities to the Board. At the very least a written report will be submitted to the Board prior to its meeting. The Board shall have the right to approve a person who is not a member to serve as a Committee Member. Committees are as follows:

(a) **Building** – Shall review all building plans for renovations, additions or new construction as well as any improvements to real property to ensure that same are in compliance with the Covenants and that they preserve and maintain the rustic overall atmosphere of the Village. The committee for the review of plans will assess a fee of \$10.00 per \$10,000 in the estimated project cost, but in no case shall the fee be less than \$10.00 or more than \$100. The exact amount of the fee within that range will be at the committee's complete discretion. All plans must set forth the specific renovations, additions, construction, and improvements and must have all four elevations, site plans and floor plans with dimensions, as applicable. Two (2) sets of plans must be submitted, one will be returned to the property owner. The committee shall review the plans for conformance with all Covenants of record and such further reasonable restrictions as may be established by the Board that are for the common benefit of the members of the Association. The committee shall ensure that required bonds, if necessary or applicable, are in place prior to the approval of any plans and the committee shall forward a letter informing Jenner Township that the Association has no objections to the issuance of a building permit. Any such permit issued by the Township is at its sole discretion and will be issued in accordance with the then-current State and/or Township building codes.

- (b) **Public/Governmental Relations** – Preparing the newsletter and disseminating other information to members and to parties outside the Village.
- (c) **Recreation** – Organizing programs and social events.
- (d) **Nominating** – As set forth in Section 4.01 above.
- (e) **Road Maintenance** – Shall oversee the plowing, repair, and other maintenance to the roads within the Village, which the committee is instructed to maintain by the Board. No collection of fees is mentioned because the Board has the duty to collect or delegate that duty as referenced in Section 6.01(d).
- (f) **Sewage and Water Oversight** – Shall act as a liaison to the Board and property owners in an effort to keep both updated on the current status of the sewage and water plant as well as any other sewage and water issues throughout the entirety of the Village. Neither the Board nor the Association accepts any responsibility for the operation, maintenance and/or monitoring of any facility involving the above.
- (g) **Animal Control** – Shall oversee activities of the Association that are involved with the control of the wild and domestic animal population in the Village and shall enforce any rules and regulations set down by the Board involving said populations.

ARTICLE IX Fees and Assessments

9.01 An Annual Assessment is set by the Board each year and is subject to change depending on the current costs of the Association. The assessment is applied to road maintenance, repairs and plowing, insurances, legal fees, accounting services, streetlight at Route 30, website services, check printing, postage, and any other costs of the Association. Homeowners pay a full assessment. Owners of vacant lots that abut a maintained road pay a reduced assessment per tax map number. Owners of vacant lots that do not have access to road shall only be assessed for costs of printing and postage as may be necessary until such time any road to access their lots is developed.

9.02 Each parcel of real property in the Village is subject to Covenants that run with the land, said Covenants being set forth or referenced in each deed. The Covenants obligate the owners of real property to pay the Association an Annual Assessment. Assessments for homeowners and vacant lot owners along maintained roads are billed in September and due at discount before November 1st, and if unpaid, become delinquent December 31st. Assessments for vacant lot owners not on a maintained road are due by August 31st if they wish to vote in an upcoming election or serve on the Board. If the assessment for homeowners and vacant lots owners along maintained roads is not paid or not on an approved payment plan by January 1st, the Association will file a lawsuit against the property owner with the local magistrate to recover the amount of the assessment and filing costs and reasonable attorney's fees. A judgment entered by the Magistrate in favor of the Association is subject by law to a thirty (30) day appeal period, at which time if no appeal is filed, the Association shall proceed to enter judgment with the Court of Common Pleas in the form of a lien against the real property.

9.03 The fiscal year of the Association for purposes of assessments is October 1st to September 30th.

ARTICLE X Amendments

10.01 The Articles of these Bylaws may be altered or amended by vote of the members, provided that a copy of the proposed amended Bylaws shall have been made available to or mailed to all real property owners eligible to vote at least thirty (30) days before the closing date of voting. To approve any amendments, there must be a majority vote in favor thereof by the eligible membership that casts a vote, in person or by written proxy if at a meeting or by mail if sent.

10.02 Any Member proposing a change to the documents of the Association must submit the change in writing to the Board of Directors. The Board will decide if a change has merit, and if so, the Board will approve the same for voting by all Members.

10.03 Proposed amendments to the Bylaws will be made as needed or as required by law.

ARTICLE XI
Mailing Address

11.01 The official mailing address of Laurel Mountain Village Property Owners Association is: LMVPOA, 1 Highland Drive, Box A1, Boswell, PA 15531.

The amendments to the foregoing Bylaws are required per Memorandum and Order of the Somerset County Court of Common Pleas dated July 10, 2019 as filed to Case No. 431 Civil 2016, and said amendments bring the Bylaws into compliance with current law cited at §5302A112 . The Board in its entirety approved and adopted the amendments at a Board Meeting held on March 7, 2020 and said amended Bylaws shall replace any and all previous Bylaws of the Association.