

BYLAWS
OF
POCONO FOREST SPORTSMAN CLUB, INC.
Effective 9/2020

Article I

Name, Purpose, Membership and Definitions

A. Name and Purpose

1. The name of the association shall be Pocono Forest Sportsman Club, Inc. (the “Association”), which is a not for profit corporation duly organized and existing under Pennsylvania law. The Association is subdivided into three (3) sections as follows: Big Tree, Pocono Gardens, and Lehigh River.

2. The purposes of the Association shall be to own, operate, maintain and manage the common areas and amenities within the community known as the Pocono Forest Sportsman Club, situated in Coolbaugh Township, Monroe County, Pennsylvania (the “Community”), as well as to monitor, manage and supervise the day-to-day affairs of the Community in order to provide for and maintain the health, safety and welfare of all Members owning property therein.

B. Membership

1. Every record owner of a lot within the Community shall be a member in the Association. Each Member will be levied one (1) set of Dues and Assessments unless multiple properties are owned as set forth in Article I (B) #4. Any Member who leases or rents their property shall notify the Financial Secretary in writing of the names and addresses of all lessees, tenants and occupants of their lots(s) within the Community, and shall further advise the Financial Secretary of any changes in the lease or occupancy of their property. No short-term rentals are permitted, where short term means for a period of thirty (30) days or less.

2. All Members shall be bound by the Covenants, Conditions, Restrictions, Rules and Regulations, Articles of Incorporation and Bylaws of the Association and/or the Community, all of which, as may be referred to individually and/or collectively as the “Community Documents”.

3. Except as otherwise set forth herein, a Member in good standing is a Member who is in compliance with all terms of the Community Documents and who, no later than March 1st of each calendar year, has paid all dues, fines, fees, assessments and other charges levied by the Association. Notwithstanding anything set forth herein to the contrary, a Member who has not paid such dues, fines, fees, and assessments and other charges, but has entered an Association-approved payment plan no later than March 1st of that calendar year, which plan is at all times currently maintained and adhered to, shall be classified as a “limited Member in good standing”, and shall be entitled to use all amenities of the Association, but shall not be entitled to make motions or to vote at membership meetings. A Member may be in good standing if he or she has paid all dues, fines, fees, assessments and charges with all or a portion of the funds paid under protest or with a pending appeal to the propriety or amount of any or all of the dues, fines, fees, assessments or charges.

4. Additional Dues and Assessments levied by the Association will be based on the number of properties and dwellings a Member owns regardless of occupancy as specified in the following schedule:

Schedule of Dues and Assessments as of January 1, 2021

Primary Property With or Without Dwelling*	Each Additional Property With Dwelling	Each Additional Property Without Dwelling
Full D & A**	Full D & A**	Reduced D & A (50%)

* If multiple properties are owned, one with a dwelling located on it supersedes one without a dwelling as the primary property, regardless of the use of the dwelling.

** To be in good standing, a Member must have all dues, assessments, fees and fines paid for all properties, as described above.

A property owner may seek to merge or join adjacent undeveloped lots with one another or with a lot with a dwelling. The Board must approve such joinder, as must the Township, and a new deed must be recorded following approval. Once joined, the lots may only be separated with approval of the Board and Township.

As a "grandfather" clause, dues and assessments will not be levied for additional properties without dwellings, purchased prior to approval of these Bylaws, as revised and approved September 6, 2020.

C. Definitions

The words used in these Bylaws shall have the same meaning as intended in the Covenants, unless the context herein shall clearly infer otherwise.

Article II

Membership Meetings, Quorum and Voting

A. Location of Meetings

Meetings of the membership of the Association shall be held at the principal office of the Association or at any other suitable location within the Community as may be designated by the Association Board. If, for health or safety reasons, the meeting should not be held within the Community, the Board shall provide at least 14 days notice of the meeting location.

B. Annual Meeting

The Annual Meeting of the membership shall be held each year on the Sunday of Labor Day weekend at a time and location set by the Association Board.

C. Special Meetings

The President may call Special Meetings of the membership. In addition, it shall be the duty of the President to call a Special Meeting of the membership: (1) if so directed by a written request signed by a majority of the Association Board; or (2) upon a petition signed by at least ten (10%) percent of the Members in good standing of the Association. The notice of the Special Meeting shall state the date, time, location and the purpose of the meeting. No business shall be transacted at a Special Meeting other than that stated in the notice.

D. Notice of the Meetings

1. It shall be the duty of the Secretary to mail or cause to be delivered to each Member a notice of each Annual or Special Meeting, as well as the date, time and location of such meeting. Notice shall be deemed given when it is hand-delivered, posted on the Community bulletin board, posted on the Community website, e-mailed or placed with the U.S. Postal service deliverable to the Member's address on file with the Association. The date of the mailing or delivery of such notice shall be considered the date of service of such notice. Notice shall be served not less than fifteen (15) days before a Meeting.
2. Members who are in good standing or limited good standing may attend the Annual and/or Special Meetings.

E. Waiver of Notice

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after that meeting. Attendance at any meeting by a Member, whether in person, or by mailed written ballot or proxy, shall be deemed a waiver by the Members of notice of the time, date and location of the meeting, unless the Member specifically appears to object to the lack of proper notice at the time the meeting is called to order.

F. Adjournment of Meetings

If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members in good standing who are present in person or by proxy may postpone the meeting to a date not less than fifteen (15) days nor more than thirty (30) days from the date of the original meeting. A public announcement shall be made at the intended original meeting of the time, date and location of the adjourned meeting, whether or not such Members are present. Any business which might have been transacted at the original meeting may be transacted at the adjourned meeting, If a time, place and location are not fixed for the adjourned meeting, notice of the time, date and location of the adjourned meeting shall be given to the Members in the manner prescribed in Article II (D). It shall not be necessary to have a quorum in order to conduct business at any adjourned meeting.

G. Voting

1. The voting rights of the Members shall be structured as follows: a Member in good standing shall have one (1) vote.
2. Joint owners of a single property shall be entitled to cast one (1) vote between them. In the event of a dispute between such joint owners as to whom shall be entitled to cast such vote, which dispute is not resolved between joint owners directly and before time for a particular vote, the voting right shall be suspended for the duration of the dispute. In no event shall joint owners of a single property or a Member with multiple properties cast more than one (1) vote.
3. No properties owned by the Association shall be used to confer voting rights to the Association, as the Association shall not be permitted to vote.

4. Members who are not in good standing may, at the option of the Board, attend all meetings of the Association, but shall not participate in the discussion and shall not be entitled to make motions or to vote. Limited Members in good standing may attend all meetings of the Association and may participate in the discussion, but shall not be entitled to make motions or to vote. They may suggest to the Members in good standing a motion, but may not make it, nor second a motion made by another.

H. Written Ballots

At Annual and Special Meetings of the membership, a Member in good standing may cast his or her vote by presenting the written ballot form in person at the meeting, or by mailing or delivering a signed and dated written proxy to the Secretary as set forth in Article II (I) below.

I. Proxy

At Annual and Special Meetings of the membership, a Member in good standing may cast his or her vote by proxy signed and dated by the Member or his or her duly authorized attorney-in-fact. The proxy may be used to designate an individual, who must also be a Member in good standing, to cast the vote held by that Member. Proxy forms shall be prepared by the Secretary and shall be mailed by the Secretary with the notice of the meeting in accordance with Article II (D). All duly executed and dated proxies must be received by the Secretary before the appointed time of the meeting. A Member may revoke his or her proxy prior to the appointed time of the meeting by providing written notice of the revocation to the person who is presiding over the meeting. A proxy expires one (1) year after its date. A proxy remains in full force and effect until it either expires or is revoked by the Member in writing.

J. Majority

The term “majority” shall mean that number of votes which is more than fifty (50) percent of the total number of eligible votes cast on a particular matter unless otherwise specified in these Bylaws.

K. Quorum

1. Except as otherwise provided in these Bylaws, the presence in person or by proxy of at least ten (10) percent of all Members of the Association who are in good standing shall constitute a quorum at all membership meetings of the Association.
2. The members in good standing present in person or by proxy at a regularly scheduled meeting at which a quorum is present may continue to do business until completion of the meeting, notwithstanding the fact that the presence of Members in good standing may fall below a quorum after the meeting is called to order.

L. Conduct of Meetings

The President shall preside over all meetings of the membership of the Association, and the Secretary shall keep Minutes of each such meeting and record in a Minute Book all Resolutions adopted at the meeting, as well as a record of all other transactions. Video or audio recordings of meetings may be made with the knowledge of all present. The recordings, if made, shall be part of the official record, and shall be maintained and safeguarded in an appropriate manner as are other official records, for a minimum of at least three (3) years.

Article III

Association Board: Election, Meetings and Authority

A. Governing Body Composition

The affairs of the Association shall be governed by an Executive Board and an Advisory Board (collectively the “Association Board”) composed of individuals who meet the eligibility criteria set forth herein.

B. Eligibility of Association Board Membership

A Board Member must be a record owner of a property within the Community subject to the jurisdiction of the Association; provided, however, that no more than one (1) record owner of a particular property, or properties if applicable, may serve as a Board Member at the same time. In addition, no Board Member shall be eligible for nomination who has recently resigned from the Board. A two (2) year absence from the Board is required before such resigning Board Member can be re-nominated. A Board Member must at all times be, and remain, a Member in good standing, of the age of majority and legally competent.

C. Nomination of Association Board Members

1. A Nominating Committee, appointed by the Board and composed of not less than three (3) nor more than five (5) Members, all of whom shall be Members of the Association in good standing, shall, at least sixty (60) days prior to the Annual Meeting, present a slate of candidates for the Board positions to be filled at the meeting. Additional nominations may be made by petition signed by ten (10) Members in good standing who have the consent of their candidate, which petition must be filed with the Nominating Committee at least thirty (30) days prior to the Annual Meeting. No Member shall sign a number of petitions greater than the number of Board Members to be elected.
2. Nominations may be made from the floor at the Annual Meeting by any Member in good standing, with the consent of the candidate, as long as the candidate is eligible.

D. Election, Term of Office and Vacancy

1. At each Annual Meeting of the membership, vacancies on the Association Board shall be elected from the membership at large. Members in good standing in the Association shall be entitled to vote on the elections of Board Members. A Member shall cast one (1) vote for each vacant position. Any vacancy on the Board caused by reason of resignation, sale of property, removal, death, or otherwise, shall be filled by majority vote of the Executive Board from the Members in good standing. The replacement Board Member shall then hold that position for the balance of the unexpired term of his or her predecessor.
2. The term of office of regularly elected Board Members will begin at the Annual Meeting at which they were elected, and shall continue for a period of two (2) years, until the second Annual Meeting after his or her election.

E. Removal of Board Membership

1. A Board Member of the Association may be suspended and/or removed from office for cause by a majority of the Association Board at a Special Meeting called for such purpose. The Special Meeting shall be held not less than fifteen (15) days nor more than thirty (30) days after a motion to suspend or remove is approved. The motion to suspend or remove shall set forth specific reasons, and shall be seconded in an open meeting of the Association Board. The vote on a motion to suspend or remove shall be made by open roll call and recorded by the Secretary.

2. The Special Meeting for the suspension and/or removal of a Board Member shall be preceded by a hearing before the Grievance Committee, whereby the challenged Board Member is given advance notice and an opportunity to appear and be heard. The Grievance Committee shall render a written recommendation to the Executive Board within ten (10) days of the hearing and prior to the Special Meeting. The challenged Board Member shall also be given the opportunity to appear and be heard at the Special Meeting, and to present his or her position. Where cause is found, the challenged Board Member shall be removed or suspended from the Board, except in the case of extenuating circumstances as may be determined by the remaining Executive Board Members, in their sole discretion.

3. The Association Board may temporarily suspend the authority of a Board Member and assign his or her duties to another Board Member of the Association pending resolution of the motion.

4. Any Board Member who begins litigation against the Association, the Association Board, or the Board Members in their elected and/or individual capacities shall automatically be considered as having resigned his or her position, since this would be considered a severe conflict of interest not capable of being cured. Personal litigation which is unrelated to the business of the Association shall not be considered as litigation against a Board Member.

5. Any Board Member who interferes with or prevents another Board Member from performing his or her fiduciary responsibilities or job duties shall be considered for suspension or removal.

6. Any Board Member who misses three (3) regular Board meetings in a consecutive twelve (12) month period, which period shall begin at the Annual Meeting, without the express permission of the Association Board as evidenced in the Meeting Minutes, shall be removed from the Board.

F. Voting Procedures for Board Membership

The election of Board Members shall be conducted at the Annual Meeting. At the election, Members in good standing shall cast one (1) vote for each vacant Board position. The candidate receiving the greatest number of votes shall be elected.

G. Organization Meetings

The annual Organization Meeting of the Association Board shall be held at the first meeting of the Board following the Annual Meeting; and, in no event, shall be held later than the first weekend following the Annual Meeting.

H. Regular Board Meetings

Regular meetings of the Board Members may be held at the time and location as shall be determined from time to time by a majority of the Board Members; provided, however, that at least four (4) meetings shall be held during each fiscal, with at least one (1) meeting per quarter. Notice of the date, time and location of the Board Meeting shall be communicated to the Board Members as set forth in Article II (D).

I. Special Board Meetings

Special meetings of the Board Members shall be held when called by the President or Vice President of the Association, or upon written petition signed by a majority of the Board Members. All Board Members shall be given notice of such Special Meetings, which notice must specify the date, time and location of the meeting and the nature of the special business to be considered. This notice shall be given to each Board Member by one (1) of the following methods: (a) by written notice personally delivered to the Board Member, (b) by written notice sent via U.S. First Class Mail, postage prepaid;

(c) by telephone communication, either directly to the Board Member, or to a person at the Board Member's home or office who would reasonably be expected to communicate the notice promptly, or (d) by email. All notices shall be given or sent to the Board Member's address, email, or telephone number as shown on the records of the Association. Notice by the U.S. First Class Mail shall be deemed given at such time as it is deposited into a U.S. Mailbox, at least seven (7) days before the date set for the meeting. Notice by personal delivery, email, or by telephone shall be deemed given when delivered or at the time of telephone call, as applicable, at least five (5) days before the date is set for the meeting.

J. Quorum of Board Members

At all meetings of the Board Members, attendance of a majority of Members in office shall constitute a quorum for the transaction of business; and, unless otherwise stated herein, the vote of a majority of the Members present shall constitute the decision of the Board Members.

K. Compensation

No Board Member shall receive compensation from the Association for acting as a Member.

L. Conduct of Meetings

The President shall preside over all meetings of the Board Members, and the Secretary shall keep the Minutes at each such meeting and record in a Minute Book all Resolutions adopted by the Board Members, as well as a record of all other transactions and proceedings occurring at the meeting. Meetings may be audio or video recorded, and these recordings shall be maintained as a permanent record for a minimum of three (3) years.

M. Open Meetings

Any open meeting of the Association shall be accessible to all Members; however, Members, other than Association Board Members, may not participate in any discussion or deliberation unless expressly authorized by a majority of the Executive Board. One (1) meeting per quarter will have an open discussion period with the membership.

N. Executive Sessions

The Board may, by approval of a majority of the Executive Board, adjourn or precede a meeting with an Executive Session to discuss and vote upon: personnel matters, litigation in which the Association is currently or may become involved, and other business of a similar nature. The general nature of any and all business considered in Executive Session shall be announced in Open Session.

O. Board Voting

At all Board Meetings, each Association Board Member, with the exception of the President, may cast one (1) vote on each motion. The President may cast a vote only if the voting by the Board is by ballot, or results in a tie.

P. Powers of the Association Board

1. The Association Board shall be responsible for the affairs of the Association, and shall have all the powers and duties necessary for the administration of the Association's affairs as provided by law, including, but not limited to, all of the powers defined in the Not for Profit section of the Pennsylvania Corporation Law, and may do all acts and things that, under the Community Documents, are not directed to be done and exercised exclusively by the Members. The Executive Board shall delegate to one (1) Board Member supervisory authority to act on behalf of the

Executive Board on all matters related to the Association which might arise between Board meetings. All directions, decisions, etc., made by this Board Member in his or her supervisory capacity shall be disclosed to the Executive Board at their next meeting. In addition to the duties imposed by these Bylaws or by any Resolution of the Association that may be later adopted, the Board shall have the power to and be responsible for the following undertakings with regard to the association:

- (a) Preparing and adopting the Annual Budget in which there shall be established the contribution of each owner to the Common Expenses;
- (b) Setting transfer fees, capital improvement funds, charges for resale certificates, late fees, interest charges, fines, and assessments to defray expenses, and establishing means and methods of collecting the dues, fees, charges, fines, and assessments. Assessments may be increased by a maximum of three (3%) percent per year without membership approval to reflect cost-of-living. Assessment increased in excess of three (3%) percent require membership approval;
- (c) Providing for the operation, care, repair, upkeep, replacement, and maintenance of the Common Areas and the property of the Association;
- (d) Designating, hiring, and dismissing the personnel and contractors necessary for the operation, care, repair, upkeep, and replacement and maintenance of the Common Areas and the property of the Association and, where appropriate, providing for the compensation of personnel and contractors and for the purchase of equipment, supplies and materials to be used by the personnel in the performance of their duties;
- (e) Collecting the dues, fees, charges, fines, and assessments; depositing the proceeds of same in a bank depository which the Board shall approve; and, using the proceeds to administer the Association;
- (f) Adopting and amending such mandatory Rules and Regulations as the Board deems necessary in order to manage, maintain, and provide for the health, safety, economic stability and welfare of the membership, the Association and the Community at large;
- (g) Opening bank accounts on behalf of the Association and designating the signatories required. The signatures of two (2) designated Board Members are required on all checks;
- (h) Making or contracting for the making of repairs, additions, and improvements and/or alterations to the Common areas and the property of the Association in accordance with the provisions of the Community Documents. Three (3) bids are required for each non-annually recurring contract in excess of \$5,000.00. The contract must be awarded by a majority vote of the Board Members. The awarding of any such contract does not necessarily depend on cost only, but shall include considerations of character, experience, reputation, and the scope of services to be provided. The Association Board must be assured that the contracting firm has liability insurance, and should attempt to obtain some form of guarantee or performance bond for work performed. If three (3) bids cannot be obtained, documentation of the attempt to obtain three (3) bids is required;
- (i) Enforcing by legal means the provisions of the Community Documents and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;
- (j) Obtaining and carrying insurance against casualties and liabilities, and paying the premium cost for the same;

(k) Paying the costs of all services rendered to the Association or its Members; and

(l) Keeping and maintaining books and records with the detailed accounts of the receipts and expenditures affecting the Association and its administration. The books and records detailing the entries shall be available for examination by the Board Members, and/or their duly authorized agents, accountants or attorneys, during regular business hours on working days at the time and in a procedural manner that shall be set and announced by the Executive Board for the general knowledge of the Members. All books and records each month shall be kept in accordance with generally accepted accounting principles as determined by the Association's financial and/or accounting advisors.

Q. Accounts and Reports

1. The following management standards of performance must be followed unless the Board by Resolution determines otherwise:

(a) Cash accounting, as defined by generally accepted accounting principles, shall be employed, and the Treasurer must issue monthly statements to the Association Board for acceptance;

(b) Accounting and controls should conform to established AICPA guidelines and principles. A segregation of accounting duties shall be maintained. Petty cash disbursements shall be limited to amounts of fifty (\$50.00) dollars and under, per purchase;

(c) Cash accounts of the Association should not be co-mingled with any other accounts except, however, that all excess funds may be jointly invested to maximize the return to the Association, so long as all books and accounts specifically delineate the specific amounts of each account so invested;

(d) No remuneration shall be accepted by any Board Member and/or any other employee of the Association from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise. Anything of value received shall inure to the benefit of the Association;

(e) Any financial or other interest which a Board Member may have in any firm, business or other entity providing goods or services to the Association shall be promptly disclosed to the Executive Board Members; and

(f) The Annual Financial Report prepared by the Board shall be distributed at the Annual Meeting.

R. Budgets

The various committees appointed by the Board shall submit their budget estimates to the Board no later than June 1st of each year. The Executive Board shall prepare and post an Annual Budget for the following year no later than July 1st of each year to allow for comments by the membership.

S. Emergency Borrowing

The Executive Board shall have the power to borrow money without the vote of the membership in the event a state, federal, or local government agency mandates repair or replacement of Community structures or other facilities under their jurisdiction, in an emergency situation or in the event fines are threatened to be imposed on the Association or its memberships.

T. Hearing Procedures

With the exception of fines and/or sanctions for failure to make monetary payments to the Association, which fines and/or sanctions shall be automatically imposed, the Board may impose a fine, suspend voting and/or curtail rights of a Member or other occupant of property within the Association for violations of the Community Documents, provided that the following procedure is followed:

(1) Demand. A written demand to cease and desist from an alleged violation shall be served upon the alleged violator, specifying:

- a. The alleged violation;
- b. The action required to abate the violation; and
- c. A time period of not less than ten (10) days, during which the violation must be abated without further sanction if any violation is a continuing one, or a statement that any further violation will not be tolerated.

(2) Notice. At any time within twelve (12) months of any demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same Rule or Regulation is subsequently violated, the Board or its delegate shall serve the alleged violator with written notice of a hearing to be held by the Grievance Committee in Executive Session. The notice shall contain:

- (a) The nature of the alleged violation;
- (b) The date, time and place of the hearing, which time shall not be less than fifteen (15) days from service of the notice;
- (c) An invitation to attend the hearing and produce any statement, evidence and/or witness on his or her behalf; and
- (d) The proposed action to be imposed. The Executive Board shall establish consistent and reasonable sanctions for each violation.

(3) Hearing. The hearing shall be held in Executive Session pursuant to the notice, and afford the alleged violator a reasonable opportunity to be heard. Prior to the imposition of any sanction, notice of the hearing shall be forwarded to the alleged violator at his or her registered address with the Association. Proof of notice shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, are entered by the Board Member or agent who delivered the notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting and/or if the notice requirements of Article II (D) are followed. The Minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any. The decision of the Grievance Committee shall be transmitted to the Executive Board for review. The decision of the Grievance Committee shall be final unless appealed. Notice of the Grievance Committee's formal action shall be sent to the alleged violator.

(4) Appeal. Following a hearing before the Grievance Committee, the alleged violator shall have the right to appeal the decision to the Executive Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within thirty (30) days after the mailing of the Grievance Committee's formal action sanctioning the alleged violator. Thereafter, a de novo review hearing will be scheduled before the Executive Board following the notice procedures outlined above for the Grievance Committee hearing. The decision made by the Executive Board on the appeal shall be final.

U. Restricted Acts

The Association Board shall not take any of the following actions, except on notice to the membership at least thirty (30) days in advance of the action, providing the membership with an opportunity for comment (not necessarily approval) on or before the date of the action:

- (1) With the exception of road maintenance and repair, incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five (5%) percent of the budgeted gross expenses of the Association for that fiscal year;
- (2) Selling, during the fiscal year, property having an aggregate fair market value of greater than (5%) percent of the budgeted gross expenses of the Association for that fiscal year;
- (3) Levying special assessments without membership approval, except where Section T is applicable (related to Emergency Borrowing);
- (4) Entering into a contract with a third person in which the third person will furnish goods or services for the Common Areas of the Association for a term longer than two (2) years, with the following exceptions:
 - a. A contract with the public utility company, if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate: and
 - b. Pre-paid casualty and/or liability insurance policies not to exceed three (3) years in duration; provided that the policy permits short term cancellation by the insured.

Article IV

Executive Board

A. Executive Board

The Executive Board of the Association shall be a President, Vice President, Secretary, Financial Secretary, and Treasurer. In case of an Executive Board Member's resignation, any two (2) or more offices may be held by the same person until the next scheduled meeting, except the offices of President and Secretary.

B. Powers and Duties

The Executive Board Members of the Association shall have the powers as described herein. Specific duties may be conferred or imposed by the Advisory Board or membership at large.

- (1) President. The President shall be the Chief Executive of the Association; preside at all meetings of the Members; ensure that all orders and Resolutions of the Association Board are carried out; execute all bonds and mortgages and all contracts of the Association and affix the Corporate Seal thereto; generally coordinate the activities of all other Executive Members of the Association and see that their official duties are properly performed; appoint all Committees, subject to the approval of the Board, and appoint all liaisons to all Committees; and report to the Board all matters within his or her knowledge that may affect the Association.

(2) Vice President. The Vice President shall, in the absence of the President perform the duties and exercise the powers of the President, and shall perform such duties as the Board may prescribe or the President may delegate from time to time.

(3) Secretary. The Secretary shall assure that all meetings of the Executive Board and all meetings of the Members are documented, and shall record all votes and Minutes for all proceedings (votes at an Executive Board Meeting shall be recorded by name and how the individual Member voted) in a Book of Executive Board meetings kept for that purpose. If audio or video tapes of any meeting are made, they shall become a permanent record, and must be kept for a minimum of three (3) years. The Secretary shall send out all notices required by these Bylaws or the Community Documents, and shall be the custodian of the Corporate Seal and records. The Secretary shall perform such other duties as may be prescribed by the Executive Board Members from time to time.

(4) Financial Secretary. The Financial Secretary shall oversee the preparation and keeping of records containing the names of Members in alphabetical order or lot number as otherwise prescribed by the Association Board, and the suspension and other termination of membership, with the dates thereof. Such membership records shall also contain the number of votes to which each Member is entitled. In addition, the Financial Secretary shall assure the maintenance of the Official Association Map showing the property comprising the area of the Community. The Financial Secretary shall perform such other duties as may be prescribed by the Executive Board Members from time to time.

(5) Treasurer. The Treasurer shall have the responsibility for all the funds of the Association, which shall be deposited in a bank designated by the Association Board. The Treasurer shall disburse such funds in a bank designated by the Association Board. The Treasurer shall disburse such funds only in accordance with the procedures adopted by the Board or contained in the Bylaws, with at least one (1) other Executive Board member designated by the Board for signing checks. The Board shall, from time to time, set parameters as to which person(s) shall have access to financial data and information. The Treasurer shall ensure that the Association's financial records shall be kept and maintained for at least seven (7) years in a secure location off of Community premises. The Treasurer shall perform the duties incident to the office of Treasurer and such other duties as may be prescribed by the Executive Board Members from time to time.

C. Fiduciary Relation of Board Members to the Association

Board Members shall be deemed to stand in fiduciary responsibility to the Association, and shall discharge the duties of their respective positions in good faith and with the diligence, care and skill which ordinary prudent people would exercise under similar circumstances.

D. Resignation

Any Board Member may resign at any time by giving written notice to the Executive Board. Any resignation shall take effect three (3) working days after the receipt of the notice to allow for reconsideration of the resignation. Acceptance of the resignation by the Executive Board shall not be necessary to make it effective.

E. Agreements, Contracts, Deeds, Leases, etc.

All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by at least the President and one (1) other Executive Board Member.

Article V
Committees

A. General

1. Committees to perform any task and to serve for specific periods are hereby authorized and may be designated by a Resolution adopted by a majority of the Board Members present at a meeting at which a quorum is present. These Committees shall only perform such duties and have such powers as may be provided in the Resolution. Each Committee shall be composed as set forth herein, and shall operate in accordance with the terms of the Resolution of the Association Board designating the Committee.

2. Required Committees are as follows:

a. Financial and Budget Committee

The Financial and Budget Committee shall be appointed by the Association Board composed of Members of the Association in good standing. This Committee shall assist the Board in preparation of the Annual Financial Report, as well as the preparation of a Budget for the following fiscal year.

b. Nominating Committee

The duties and composition of the Nominating Committee are outlined in Article III(C).

c. Grievance Committee

The Grievance Committee shall be appointed by the Board and be composed of members of the Association in good standing. Acting within the provisions of the Bylaws, the Community Documents and the Resolutions adopted by the Association Board, the Grievance Committee shall be the hearing tribunal of the Association.

d. Such other Committees as the Board may require.

Article VI
Indemnification

A. Personal Liability of the Board Members

1. A Board Member of the Association shall not be personally liable, as such, for monetary damages for any action taken, or failure to take any action, unless:

a. The Board Member has breached or failed to perform the duties of his or her office under Title 15, Pennsylvania Consolidated Statutes 512 and 5712, amended from time to time (relating to Standards of Care and Justifiable Reliance), and

b. The Board Member's breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

2. The provisions of this Section shall not apply to the responsibility or liability of a Board Member pursuant to any criminal statute, or the liability of a Board Member for the payment of taxes pursuant to local, state, or federal law.

3. Any repeal or modification of this Section shall be prospective only, and shall not affect, to the detriment of a Board Member, any limitation of the personal liability of a Board Member of the Association existing at the time of such repeal or modification.

B. Indemnification of Association Board Membership

1. The Association shall indemnify any Officer of the Association who was, or is, a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or other proceedings, if such person:

- a. Is a Board Member or Officer of the Association
- b. Was serving in the capacity of Board Members at the request of the Association.

2. Such indemnification shall be against all expenses (including attorneys' fees), monetary penalties and damages (including settlements from such actions), unless:

- a. The behavior which gave rise to such action is deemed by the Board to constitute self-dealing, willful misconduct or recklessness, or
- b. Applicable laws expressly prohibiting such indemnification

C. Payment of Indemnification

A Board Member entitled to indemnification under this Article shall submit to the Secretary of the Association a written request for such indemnification within thirty (30) days of receiving legal action being brought against him or her. A Board Member whom the Board deems to be entitled to indemnification under this Article shall be indemnified within thirty (30) days of the Board's receipt of his or her request.

D. Proceedings Initiated by Indemnified Individual

Unless specifically authorized by a Resolution of the Executive Board Members of the Association and directed to do so, a Board Member who initiated legal action shall not be indemnified by the Association.

E. Indemnification Not Exclusive

The foregoing indemnification shall not be deemed exclusive of any other right to indemnification to which a Board Member may be entitled, both as to actions taken in his or her official capacity and as to actions in another capacity while holding such office, and shall inure to the benefit of the heirs, executors and administrators of any such Board Member.

F. Membership Indemnification

1. Any member of the Association who commences, initiates and/or pursues any type of legal and/or administrative action against the Association and/or its Board Members shall, in the event such action is unsuccessful, be responsible for reimbursing and indemnifying the Association and/or its Board Members for all costs and charges, including attorneys' fees, resulting from such legal and/or administrative action.

2. In addition, in the event the Association is forced to commence any action against any Member as a result of the Member's failure to adhere to the Community Documents, including, by way of

example and not of limitation, the failure to pay dues, charges and/or assessments, the Member shall be responsible for reimbursing the Association for all costs and charges associated with the action, including attorneys' fees.

Article VII

Saving Clause

A. Saving Clause

In the event that any provision of these Bylaws shall be found by a court of competent jurisdiction to be invalid or unconstitutional, all other remaining Sections shall remain in full force and effect.

B. Previous Bylaws

1. These Bylaws shall act to amend the previous Bylaws of Pocono Forest Sportsman Club, Inc., dated September 2, 2012 and September 6, 2015, and shall not impair or affect any act done, offense committed, or substantial right accruing, accrued or acquired, or liability, duty, obligation, penalty, judgement or punishment incurred prior to these Bylaws, or any subsequent Bylaws or amendments thereto, taking effect, but the same may be employed, asserted, enforced or prosecuted as fully, and to the same extent, as if these Bylaws or any amendments thereto had not been enacted.

2. Notwithstanding anything set forth herein to the contrary, any provisions of the aforesaid previous Bylaws approved September 2, 2012, and the two (2) amendments thereto approved September 6, 2015, are expressly repealed, to the extent that they are inconsistent with the terms and provisions set forth herein.

Article VIII

Miscellaneous

A. Transfer of Membership

A member shall not be permitted to resign his or her membership in the Association as long as he or she continues to own property in the Community.

B. Notice

All current Rules and Regulations of the Association shall be published and made available to the membership. Any Rule or Regulation may be enforced after notice is provided and same has been adopted and published.

C. Procedure

Except as modified by Board Resolution establishing procedures, the Modern Rules of Order as promulgated by the Pennsylvania Bar Association (current edition) shall govern the conduct of Association proceedings, provided that such Rules are not in conflict with any Community Documents; and, in such event, the Community Documents shall prevail.

Article IX
Amendments

A. Amendments of Bylaws

These Bylaws may be amended at any Annual or Special Meeting of the Members by a two-thirds (2/3) majority vote of the Members in attendance and voting in person or by proxy and in accordance with the quorum and other provisions of these Bylaws; provided that each proposed amendment has first either been voted on and recommended by the Executive Board prior to the meeting of the Members, or has been proposed in writing to the Board at least forty-five (45) days prior to such a meeting by Members in good standing holding ten (10%) percent of the votes. Notice of any meeting of the Members at which a modification or amendment of the Bylaws is to be considered shall set forth the proposed amendment and a summary thereof.

Article X

Amendment I – Transfer of Rights

A member in good standing may transfer their voting rights to a resident or renter residing on their property provided it does not give either party more than one vote. A request to transfer voting rights must be supplied to the Board in the form of a notarized, dated, and time-limited document. Said document is subject to Board approval or revocation. The designee shall be able to attend meetings, participate in discussions, make motions, and vote on issues. The designee shall also be able to run for a Board position, provided the transfer of rights will be timed to include their entire length of time as an officer. Such designee shall lose these abilities if the designating member is no longer in good standing, sells their property, or rescinds the transferred right, or if the designee moves from the Pocono Forest Sportsman Club property. This transfer of voting rights is separate from a designated proxy as per Article II (I).

Amendment II – Compensation (addition to Article III (K)).

No Board member shall receive compensation from the Association for acting as a Member. A Board Member may bid on and accept a contract, if awarded per Article III, P, 1., (h). A majority vote by the remaining Board Members, with the exclusion of the presence of the bidding Board Member, and in the presence of an open membership meeting will be taken. In the event of a tie vote, such tie will be broken by including a vote of the members at the open meeting.

A Board Member may, in the event of a breach of contract by a contracted firm, continue the duties which had been under contract, if so qualified, for the remainder of the contract at the originally agreed upon amount of remuneration. This continuation of services will be in keeping with Article III, P,(c), (d), and (h) ensuring the safety and welfare of the membership.

Amendments I and II have been voted on and approved as per Article IX, A on September 6, 2015.

Amendment III – Dwellings, Trailers, and Campers.

All dwellings, trailers and campers must conform to the following restrictions, which apply uniformly to all three Sections (Pocono Gardens, Big Tree Campsites, and Lehigh River Estates): Each dwelling will have a minimum floor area of 300 square feet exclusive of porches, stoops, open and closed carports, patios, or garages. All trailers and campers must present a neat appearance, and be approved by the Board.

Amendment IV – Notice to Members for Changes to Association Documents.

Copies of revised Association documents will be made available to Members for evaluation at least 30 days in advance of any Meetings when they will be voted on.