

SUNSET POINT ASSOCIATION, INC.
BY-LAWS

ADOPTED SEPTEMBER 3, 1983
REVISED SEPTEMBER 4, 1999
REVISED SEPTEMBER 1, 2007
REVISED MAY 29, 2010
REVISED SEPTEMBER 03, 2016
REVISED July 4, 2020

ARTICLE I

NAME AND PURPOSE

1. The Sunset Point Association is the name of this organization, which is a Pennsylvania Nonprofit Corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, and is headquartered at Tafton, Palmyra Township, Pike County, Pennsylvania.
2. The Association was created and exists to fulfill the following purposes:
 - a. To provide a common organization of all property owners in a development known as Sunset Point;
 - b. To stimulate community life while protecting property interests;
 - c. To enforce property restrictions;
 - d. To maintain the roads, and common properties, and to provide such services as may be deemed appropriate; and
 - e. To maintain the well, well house, delivery system and to provide safe drinking water to the community.
3. It shall be the purpose of these By-Laws to constitute the authority for governing of the Association.

ARTICLE II

DEFINITIONS

The following terms as used in these By-Laws are defined as follows:

- A. Association shall mean and refer to the Sunset Point Association, Inc.
- B. Board shall mean the Board of Directors of the Association.
- C. Development shall mean Sunset Point.
- D. Common Properties shall mean and refer to any properties owned or maintained by the Association for the common benefit and enjoyment of all property owners in the development, including but not limited to beach areas and docks, and well house property and well house, as well as the private road rights-of-way, as well as rights-of-way between located between lots (also referred to as "common access pathways"), all of which are located in the Development and are maintained by the Association.

E. Owner shall mean and refer to the owner of record, whether one or more persons or entities, or the fee simple title to any lot or lots containing one dwelling, situated in the development. Deeded owners of unimproved lots are not members of the Association.

F. Dwelling Unit shall mean and refer to one single family residence whether vacation house or all-year home, located on a lot or lots.

G. Member in Good Standing shall mean and refer to an owner of a dwelling on a lot or lots in the development that has paid all dues and assessments up to date or in full, or has made adequate arrangements, and is not in violation of property restrictions or any rules or regulations of the Association.

H. Rights-of-Way, as that term is used in these By-Laws, shall mean those areas that are shown on the Sunset Point Development Plan, both with respect to the private roads and the common access pathways. Provided, however, that as some portions of the private roads in the Development are not completely centered within the right-of-way shown on the Sunset Point Development Plan. The right-of-way shall typically be determined by measuring fifteen (15) feet from the centerline of the existing road bed on each side, to establish a 30 foot private road right-of-way at such location as generally shown on the Sunset Point Development Plan. It should be noted that the centerline location of the existing roadway may vary within the deeded Rights-of-way.

I. Sunset Point Boat Club ("Boat Club) refers to the 'group' of Sunset Point Association property owners only that have created, maintained, and/or slipped their personal boats at the Sunset Point Dock Lot #3.

ARTICLE III

LOCATION

The development is located in Tafton, Palmyra Township, Pike County, Pennsylvania and lies west of Pennsylvania Route 507 to the shores of Lake Wallenpaupack. A map of the subdivision, prepared by Fred Schoenagel, Registered Surveyor and dated March 14, 1951, showing the lands of Lake Wallenpaupack Recreation Company, is on record in the Office of the Recorder of Deeds for Pike County, Pike County Court House, Milford Pennsylvania, hereinafter referred to as the "Sunset Point Development Plan".

ARTICLE IV

MEMBERSHIP AND VOTING

1. The membership shall consist of those property owners in the development, presently having a fee simple interest in a lot or lots containing one dwelling.
2. Membership is terminated when an Owner transfers ownership, either voluntarily or by operation of the law, in which case membership becomes vested in the transferee.
3. Each Dwelling Unit shall be assigned one unit of membership. Lots or lot without dwelling do not constitute a voting unit of membership. Properties vested in more than one person shall have only one unit of membership per dwelling unit. There shall be no provision made for absentee ballots, but any member in good standing may designate another member person to vote on his or her behalf providing that a written proxy is given to the

Board prior to the meeting in which the casting of such a proxy vote is intended. The Proxy is to be presented in a sealed envelope to be opened by the Secretary at said meeting in front of the membership.

4. There shall be one vote per unit of membership, for each member in good standing. If a dwelling unit is owned by more than one person, then one person shall be designated in a certificate signed by all recorded owners of the dwelling and filed with the Secretary of the Association.

a. If a voting member is not designated and, if more than one is present at a meeting and, they are unable to concur, their votes will not be counted as they negate each other.

b. If a voting member is not designated and only one is present at a meeting, the person may cast the membership unit vote, just as though he or she owned the dwelling unit individually and without establishing the concurrence of the absent person.

ARTICLE V

MEMBERSHIP MEETINGS

1. There shall be semi-annual meetings of the membership, to be held during the Memorial Day weekend and the Labor Day weekend, at such time to be established by the Board of Directors. At such meetings the members shall transact such business as may properly be brought before the meeting.

2. All meetings of members shall be held at the well house of the Association in the Commonwealth of Pennsylvania, at such time as shall be designated by the Board.

3. Special meetings of the members may be called at any time by the President, and shall be called on the request in writing or by vote of the majority of the Board. Special meetings will also be called by the President upon receipt by the Board of a written request signed by not less than one-fourth of the total membership eligible to vote.

4. Notice of all meetings shall be given by the Secretary to each member. Notice may be given to the member either personally, by sending a copy of the notice to the last known post office address, or by member provided email. Notice for semi-annual meetings shall be received not less than twenty (20) days prior to the meeting; notice for special meetings not less than ten (10) days.

5. The presence at the meeting of at least one-third (1/3) of the total membership in good standing shall constitute a quorum for any action governed by these By-Laws, and any action taken shall be binding upon all the members. In lieu of a quorum, the President may adjourn from time to time without further notice, until a quorum is secured.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of the Association shall be administered by the Board of Directors. They shall have full power and it shall be their duty to carry out the purpose of the Association, according to its Articles of Incorporation, these By-Laws, and any Rules and Regulations established by the Board.

2. The Board shall be composed of nine (9) members. All Directors shall be members of the Association in good standing. During the reorganization meeting, the Board members may be individually organized into Association related tasks to care for items including but not limited to general maintenance, road maintenance, Water Company, and dock maintenance.

3. Elections for the Board of Directors shall be held annually at the semi-annual meeting held during Labor Day weekend. There shall be a slate of three (3) Directors elected each year and they shall each serve for three (3) year terms.

4. All members of the Association in good standing shall be entitled to cast one vote per unit of membership for each Director vacancy. The nominees receiving the highest number of votes shall be declared the newly elected members of the Board. This shall include proxy votes, properly registered with the Association and issued by members in good standing.

5. The President, at the Memorial Day meeting, shall appoint a Nominating Committee for the purpose of submitting nominees to the general membership prior to the election on Labor Day weekend. The Nominating Committee shall deliver to the Secretary a list of said nominees in time to have a copy of same sent out with the notice for the for the Labor Day weekend meeting. Nominations may also be proposed at the semi-annual meeting in September prior to the election by any member in good standing. Any nomination from the floor will only be accepted for balloting if the proposed nominee is present at the time and accepts the nomination.

6. The Board shall hold regular meetings two (2) Saturdays prior to Memorial Day and Labor Day at the well house, and members are welcome to attend. A reorganization meeting of the Board shall be held within 60 days of the Labor Day meeting. Both incoming and outgoing Board members shall attend, to provide for an orderly transition. When deemed appropriate by the Board, the meeting location may be moved for such reasons such as weather and space. At such time that the meeting location is moved from the well house, the new meeting location will be posted at the well house to inform interested association members.

7. Special meetings of the Board may be called by the President on seven (7) days notice or shall be called by the President in like manner on the written request of three (3) Directors. All notices of special meetings shall state the purpose of the meeting.

8. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and acts of the majority of the Directors present at such meetings at which time a quorum is present, shall be acts of the Board of Directors.

9. In order to carry out the policy of the Association, the Board shall establish such committees as they may consider necessary and disband such as have concluded their function. Members of all committees shall be nominated by the Directors and shall be responsible to the Board. Standing committees may include but are not limited to:

a. Nominating Committee

b. Auditing Committee

These are operative at the discretion of the Board, which also allows for the provision for additional standing committees.

10. The Directors shall serve without direct compensation for the performance of their duties. They shall, however, be entitled to the actual, reasonable, necessary expenses incurred in their performance, as approved by the Board.

11. The Board of Directors shall be responsible for determining the membership rights of any member and those rights may be suspended by action of the Board during the period when the assessments remain unpaid; but, upon payment of such assessments, their rights and privileges shall be automatically restored (see Article VIII – Assessments).

12. If the office of any Director becomes vacant, a majority of the remaining Board shall choose a successor and each person so chosen shall serve until a successor is elected by the members at their next annual election.

13. No Director shall bid on any contract proposal offered by the Association, nor provide any services or sell any products to the Association, for which compensation is to be paid, unless the services being provided are, in the unanimous agreement of all members of the board, to be both the most time and cost effective means of acquiring quality service. This is intended to include dealings with the Director individually, or with any business entity with which such Director is employed, or in which such Director has any ownership interest, or has any business relationship. A director must disclose any ownership or employment relationship with any company of proposing to contract with the Association for services or for any purchase.

14. A Director missing two (2) consecutive regularly scheduled Board meetings, without justifiable cause, may be voted out of office by a majority vote of the remaining Board of Directors, at a meeting specially called for such vote, with prior notice being given to all Directors. If a vacancy is created thereby, it shall be filled as provided for in ARTICLE VI, Section 12.

ARTICLE VII

OFFICERS

1. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by and from the members of the Board of Directors. One person shall not hold more than one (1) of the aforementioned offices. The Officers shall be elected at the reorganization meeting of the Board of Directors at the end of September each year, and shall serve a term of one (1) year until the next reorganization meeting of the Board. In addition, the Board may appoint an Assistant Secretary to assist the Secretary with correspondence and/or notices.

2. The President shall be the Chief Executive Officer of the Association. He or She shall preside at all meetings of the Board of Directors, as well as all general membership meetings. He or She shall have executive powers and general supervision over the affairs of the Association and other Officers. He or She shall sign all written contracts, perform all of the duties incident to his or her office and which may be delegated to him or her from time to time by the Board of Directors. He or She shall be vested with the powers and duties generally incident to the office of President of a Not-For-Profit Corporation, except as otherwise determined by the Board or as may be otherwise set forth in these by-laws. He or She shall:

- a. Follow Robert’s Rules of Order in conducting all meetings.
- b. Announce the results of all motions and ballots.

c. Perform all things required by these by-laws of His/Her office.

d. Only be entitled to vote to break a tie.

e. Be ex-officio of all committees.

f. Have the right to create committees and appoint members thereof.

3. The Vice President shall act as presiding officer in the absence of the President, and as such presiding officer shall assume all of the functions and powers and discharge the duties of the President.

4. The Secretary shall keep all Association records and. He or She shall record and keep all committee and financial reports made at meetings or otherwise. The Secretary shall give or direct notices of all membership meetings, as well as such notices as he or she may be directed from time to time by the Board of Directors. The Secretary shall do any and all acts consistent with the office of Secretary, as set forth in the PA Nonprofit Corporation Law, as well as all duties that the Board may require.

He or She shall distribute copies of regular membership meeting minutes to all members by mail or email prior to the next regular membership meeting.

5. The Treasurer shall have custody of the funds of the Association and shall keep a full and accurate record of receipts and disbursements in books belonging to the Association. He or She shall deposit all monies in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or She shall disburse the funds of the Association as ordered by the Board, or President, taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meeting of the Board, or whenever they may require it, an account of all of his or her transactions as Treasurer and of the financial condition of the Association, and shall deliver an annual report for the preceding fiscal year. The Treasurer is authorized to sign any check for an approved disbursement or obligation up to the amount of One Thousand (\$1,000.00) Dollars. Any check to be issued by the Association in an amount in excess of One Thousand (\$1,000.00) Dollars shall be signed by both the Treasurer and a second Association officer or, if the Treasurer is unavailable, then two Association officers. Each year, at the Board re-organization meeting at the end of September, the Board shall approve the Officers authorized to sign checks and provide the names to the bank or banks where the Association accounts are maintained.

Treasurer's books are to be audited each year after the Labor Day meeting and prior to the Board's reorganization meeting. It is intended that an independent committee comprised of Association members in good standing volunteer and participate on the auditing committee. The Treasurer shall not be a member of the auditing committee. The auditing committee should volunteer and be identified at the Labor Day meeting.

6. The Secretary (sometimes referred to as the Recording Secretary) shall make and keep the minutes of all meetings of the membership and the Board of Directors. The Recording Secretary shall deliver such minutes and, if directed by the Board, to the membership.

ARTICLE VIII

DUES & ASSESSMENTS

1. The Board of Directors shall determine the sums necessary and adequate for the operation and maintenance of all common properties, including but not limited to: road maintenance, dock and beach maintenance, trash pick-up, and administration costs, in determining the amount of dues to be charged for the upcoming fiscal year. Such determination shall be made by the Board prior to the end of August of each year and shall be approved by membership vote at annual membership meeting. The Board of Directors shall also determine the sums necessary and adequate for the water delivery system, in determining the amount of the water assessment to be charged for the upcoming fiscal year. Such determination shall be made by the end of August of each year and shall be approved by the membership vote at the annual membership meeting.

2. Dues shall be payable annually and a statement of each owner's dues will be sent out by the Treasurer at the beginning of each calendar year. These dues shall be payable on or before April 15th, and the Board, by resolution, shall establish a policy and payment schedule for payments made before or after the due date. Late payments may be subject to a one and one-half percent (1½%) penalty per month until payment is received. Payment of dues and assessments shall be paid to the Treasurer of the Association, and when requested, the Treasurer will issue a receipt of payment. Dues not paid by April 15th, shall be considered delinquent and any dues not paid by Labor Day, the year in which they are payable, maybe subject to collection; the same being true of any special assessments approved which are not paid within one year. Each such delinquent account shall be a personal obligation of the owner, and as a result of legal proceedings, can become a lien on the property itself. Members whose dues and assessments are delinquent will have their membership rights suspended by the Board, including the right to participate in any vote of the membership, and shall not be classified as a "member in good standing". Upon action of the Board suspending a member's rights, notice shall be sent by the Secretary via Certified Mail advising the member of the suspension, and any of the steps necessary to lift the suspension. Restoration of all membership rights shall be automatically affected upon payment in full of the delinquent amount.

3. In addition to the annual dues authorized, the Association may levy a special assessment for the capital improvements or acquisitions, providing that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting at a meeting duly called for this purpose, written notice of which shall be sent to all members at least twenty (20) days in advance and shall set forth the purpose of the meeting.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Association shall begin at 12:00am on April 15th, and end at 11:59pm on April 14th of the following year.

ARTICLE X

WAIVER OF NOTICE

Any member, Officer or Director may waive any notice required to be given under the By-Laws, whether before or after the time stated therein.

ARTICLE XI

RULES AND REGULATIONS

The following rules and regulations, as well as general information, is to be adhered to by all members, their families, guests and any tenants. These rules and regulations should be provided to guests and tenants using the property when the Owner is not present and should also be posted in the residence:

1. All motor vehicles, including cars, trucks, motorcycles, ATV's, golf carts, and snowmobiles must be registered in accordance with state mandated requirements. No one under the age of sixteen (16) may operate these motor vehicles on Association roads. Speed limit for all motorized vehicles is 10 MPH. Parking on development roads shall be done in such manner so as not to block these roads, other right of ways or driveways. These roads are primary access to homes for emergency vehicles and must be kept open for the safety of all property owners, their families, guests and tenants. Roads must be kept free of leaves, sticks, gravel, soil, soot or anything else that could hinder drainage within the Rights-of-way. Homeowners will be notified of private property areas, that have been disturbed, not properly maintained, or upon which changes have been made by the Owner to that area, are considered a detriment to the maintenance of the road and drainage. If after a period of 30 days, the condition is not remediated (or a plan for correcting the problem approved by the Association), the Association will correct the condition as deemed in the best interest of the Association. Cost for work incurred will be billed to the Owner. In the event that the Association determines that problem caused by the Owner to the Right-of-way, as described herein, is creating a danger to people driving on the Development road, or such problem is causing damage to another home in the Development and the problem area is within a Right –of-way area, then the Association may take emergency action to correct the problem. If it is determined that the emergency action was due to the negligence or willful act of the Owner, then the Association shall bill the Owner for the cost incurred in correcting the problem.
2. Members, their families, guests and tenants shall obey the Pennsylvania Leash Law. Pet problems should be reported to the Dog Warden responsible for Pike County.
3. Members, their families, guests and tenants shall not permit loud noises to be heard beyond their property borders, including machinery, loud parties, music and prolonged dog barking.
4. The lots in the development are restricted to residential use only. No commercial business may be conducted on the property, which is visible outside the dwelling, including the storage of materials or products for commercial use, or the parking / storage of equipment or commercial vehicles, other than business vehicles driven to and from a place of business.
5. Garbage pick-up shall be made weekly. Garbage should be put out in enclosed containers, metal or hard plastic (avoid using only plastic bags) with a limit of two (2) per household. Trash such as leaves, furniture and

other large objects will not be taken away by regular pick-up. Owner shall make separate arrangements with trash hauler for such pick-ups.

6. The accumulation of junk on any property in the development is in violation of the Palmyra Township Zoning Ordinance. Junk is defined in the Zoning Ordinance, which includes vehicles that do not have current registrations. No junk shall be permitted to accumulate on any property in the development. Violations of this Rule shall be reported to the Palmyra Township Zoning Office for appropriate enforcement.

7. Power boat launching is not permitted from any of the designated Association beaches.

8. Boat moorings are presently permitted in front of Dock Lots #1 and #2. Permits are issued to Sunset Point Association by Brookfield Renewables ("Brookfield"). The Pennsylvania Fish Commission and Brookfield reserve the right to eliminate the permitted moorings at any time. Association guidelines and requirements are as follows:

- a. Moorings are granted to Association members in good standing on a seniority, first come, first served basis.
- b. The seasonal use fee is determined by the board in conjunction with the Brookfield charge to the Association.
- c. The boat must be a registered boat.
- d. Boat owner's name and registration number must be provided to designated Association member.
- e. Buoys must meet Brookfield / Pennsylvania Fish commission specified requirements.
- f. Buoys must be positioned in line with the Association dock.
- g. Buoys must not interfere with adjacent property owner's dock(s) and / or mooring(s).
- h. Buoys must be removed for the winter season by the Owner, or the Association will remove at owner's expense.
- i. Sunset Point Association assumes no responsibility for the cost of the buoy, anchorage, and / or liability for any boat moored on a buoy permitted to Sunset Point Association. It is the Owner's responsibility to ensure that the buoy is properly placed so as to be in line with the Association dock lots and that no interference is incurred with other docks, moors, and/or watercraft.

9. The Association swim docks and beaches at Dock Lots #1 and #2 are maintained for the enjoyment of all Association members. It is expected that members using these areas will conduct themselves in a manner that is courteous and considerate to others and will act in accordance with the guidelines below:

- a. No dogs permitted in the water or on the beach.
- b. Fishing from the association docks is permitted only if the docks and beach are not in use.
- c. No parking of vehicles on the beach or right of ways.
- d. No mooring of boats to the dock. It is recognized that from time to time an Association Member may load or unload individuals from or to the Association docks. For safety reasons, it is expected that this action will not be performed when other association members are within the area.

e. No boats on the beach area. All boats stored on land should be identified with owner's name and house number.

f. Trash is considered "carry in- carry out" at all dock lots.

10. Sunset Point Dock Lot # 3 and Boat Club ("Boat Club")

a. Sunset Point Association gives permission to the Boat Club to locate a community boat slip dock at Dock Lot #3. The boat slips are only available to Association members in good standing.

b. Boat Club is permitted pursuant to the rules and regulations of Brookfield Renewable Energy ("Brookfield") or subsequent Lake Wallenpaupack owners. All permits and approvals must be received and kept current. The Shoreline use permit issued by Brookfield for the Boat Club is issued to Sunset Point Association.

c. Sunset Point Association assumes no financial responsibility for the cost of the Boat Club and/or liability for any boat moored in the dock slip. It is expected that the Boat Club operate and maintain the boat slip in a safe and consistent manner such that the welfare and safety of Sunset Point Association members and visitors is ensured.

d. The Boat Club will ensure the dock slip members and visitors behave in a manner that is courteous to the surrounding Sunset Point Association property owners including but not limited to noise, crowding, parking, trash removal, etc.

e. The initial cost of Dock Lot # 3 stairs, railings, lighting and any other safety features shall be borne by the Boat Club. All future costs associated with maintenance of the stairs, railings, lighting and any other safety features on dock lot 3 earthen property will be the responsibility of Sunset Point Association. Members of Sunset Point Association are permitted on Dock Lot # 3 and the Dock Lot #3 shoreline. Only boat club members are allowed on the dock slip.

f. The finances for installation, operation, and maintenance of the 'dock slip' at Dock Lot # 3 shall be separate from the finances of Sunset Point Association. The Sunset Point Association Treasurer may fulfil the financial responsibilities for the Boat Club. If fulfilled by the Sunset Point Association Treasurer, the Boat Club shall establish a separate bank account. It is acceptable for the Sunset Point Association Treasurer to maintain separate accounting for the Boat Club.

g. There will be a Boat Club committee consisting of three members who have boat slips. The Boat Club committee members will be members of the Association in good standing. The Boat Club committee will consist of a dock chairperson, and two members at large. The dock chairperson shall provide a report to the Board of Directors on the status of the Boat Club prior to each of the Membership Meetings.

h. The Boat Club will develop Rules and Regulations ensuring the above noted provisions to Sunset Point Association are consistently maintained. Boat Club members are subject to the Boat Club Rules and Regulations. The Boat Club committee will review rules and regulations and make recommendations to the Boat Club members for any changes, as needed. Changes to the Boat Club Rules and Regulations shall be approved by the Boat Club Members. The Boat Club Rules and Regulations are then submitted to the Sunset Point Board of Directors to ensure they are consistent with the provisions of the Sunset Point Association By-Laws. The board will have the power of enforcement of the Boat Club Rules and Regulations.

11. a) Rights-of-way is typically defined as being fifteen (15) feet from the centerline on the said private roads, on both sides of such centerlines. However the centerline location of the existing roadway varies within the deeded Rights-of-Way. Therefore, Members shall not do any work nor disturb any area of the Common Properties, specifically including the Rights-of-Way for the private roads within the Development, which *is shown on the Development Plan* without first obtaining the written approval from the Association. This shall include any changes to the location of a driveway, the paving of such a driveway, any changes to the drainage facilities that are located within the Rights-of-Way, *or drainage facilities outside the Rights-of-Way* that discharge water into the existing drainage facilities located within such Right-of-Way, or the construction of any structures, including pillars, walls, poles, fences, or other obstructions *with the Right-of-Way*. Applications shall be submitted in writing to the Board and shall be accompanied by a sketch plan and description of the work proposed. Applications received by the Board between the months of May through October shall be responded to within thirty (30) days of receipt and shall include a site meeting with the property owner. Applications submitted between November and April shall be responded to within sixty (60) days of receipt of the application. A property owner intending to do work within fifteen (15) feet from the center of the existing roadway may need to prove where their property line and set back are (is) located. If necessary the property owner will be responsible for any required land survey to allow work as described but not limited to the above.

b) Any Member who does work within the Rights-of-Way without first obtaining approval from the Association shall be liable for all costs incurred by the Association to correct any damages to the private road or associated drainage facilities and/or for the removal of any encroachment that adversely affects the Rights-of-Way, including all engineering and legal expenses incurred, as well as contractor's charges, equipment rentals and materials, and any other expenses incurred by the Association as a result of the Member's actions herein.

c) Any Member who does work within the ten (10) foot common access pathways without first obtaining approval from the Association shall be liable for all costs incurred by the Association to correct any damages to the natural foliage, drainage, and/or for the removal of any encroachments that adversely affects the rights-of-way, including all engineering and legal expenses incurred, as well as contractor's charges, equipment rentals and materials and any other expenses incurred by the Association as a result of the Member's actions herein..

Violation of the above may, at the discretion of the Board of Directors, result in suspension of a member's rights; after following the procedure outlined herein.

ARTICLE XII

SUNSET POINT WATER DEPARTMENT

ADOPTED SEPTEMBER 3, 1983

REVISED SEPTEMBER 1, 2007

REVISED SEPTEMBER 5, 2009

REVISED SEPTEMBER 03, 2016

Definition and Word Usage:

1. Whenever in this Article the following words, clauses or terms are used, they shall be construed to mean and shall have the meanings herein defined unless otherwise specifically stated or unless some other meaning is obvious and clearly stated.

a. Association: The Sunset Point Association

b. Board: The Board of Directors of the Sunset Point Association.

c. Department: The water system company of the Sunset Point Association.

d. Development: Comprising properties of the Sunset Point Association.

e. Main or Mains: All pipes used for conveyance or distributing water to the Association laterals.

f. Owner: Any person, persons, firm, corporation or Association actually owning any property or premises which is or can be prospectively supplied with water, or his or their duly authorized agent.

g. Premises: A Lot in the Development improved by a single family dwelling.

h. Laterals: The lateral extending from the main into privately owned property or premises for supplying water hereto.

i. Water Department of the Sunset Point Association: The Water Company of the Sunset Point Association functioning under the direction of the Board of Directors of the Sunset Point Association, either directly or by its duly authorized representative or agent, and the property, and the operation of the water supply system, waterworks and each and every part thereto in the Association, collectively or separately.

j. Water Rates: Assessments made to Association members who are furnished water by the Water Department.

2. The following rules shall be followed by all Members whose properties are connected to the water system operated by the Water Department of the Sunset Point Association:

a. Control of Mains and Pipes: The water mains, pipes, main shutoffs and meters of the Department shall be under the exclusive control of the Department and its authorized agents and employees, and all other persons are forbidden to disturb, tamper with, change, or to interfere with said water mains, supply lines or pipes, main shutoffs or meters in any way.

b. Lateral Shut Off: Under no circumstances shall lateral shutoffs be opened or closed by a person excepting the owner of the property or an authorized party of the Department or the homeowner, except that a licensed plumber may open or close a lateral shutoff to test his work or to make necessary repairs. In all cases where a

licensed plumber tests his work or makes repairs in unoccupied houses shall, on completion of his work, leave the lateral shut off closed, and upon failure or neglect to do so he shall be liable for all damages.

c. Protection of Pipes from Freezing: All laterals or pipes from the main to the residence shall be protected from freezing. Thawing out of lateral pipes when the freezing has occurred between the main and the residence shall be the responsibility of the owner and payment for same shall be by the owner.

d. House Side: As measured from the main supply line to the residence.

e. Waste and Excessive Use Prohibited: Excessive or unnecessary use or waste of water, whether caused by carelessness or by defective or leaky plumbing or fixtures is strictly prohibited. If no attempt is made to correct the situation after notification as per XII2t, the Water Company may request that the Board of Directors call for discontinuance of service.

f. Access to Premises: No person shall hinder or refuse to admit any authorized member of the Water Department to premises supplied with water for the purpose of making inspection thereof, including the examination of the entire water supply and plumbing system upon said premises.

g. Misrepresentation of Applicability: Applicants for water or any service in connection therewith shall not make any misstatement or misrepresentation of fact with respect to such application and they, and all owners and users of water shall be bound and governed by all the provisions of this document.

h. Main Lines / Lateral Lines: Main lines shall be furnished, installed and maintained by and at the expense of the Department and shall remain the property of the Department. Mains furnished and installed by a contractor, where so designated, shall be in accordance with the specifications provided by the Board of Directors for furnishing material and installing the lines. Said lines, upon acceptance by the Board of Directors, shall become the property of the Department. Lateral pipes shall be furnished and installed from the main to the premises, all in accordance with the requirements of the Department, by the owner or his authorized agent and shall be kept in repair by the owner of said premises. When new lateral pipes are installed to any premises, the lateral shutoff shall be left closed and shall thereafter be opened by the Department or the property owner. Any installation or repairs to a lateral supply line must be inspected by a member of the Sunset Point Water Department or a member of the Board. When new lateral pipes are installed to any premises, the lateral shutoff shall be left closed and shall thereafter be opened only by the Department or the property owner. All work will be completed in accordance with DEP, Pike County and Palmyra Township Codes. All repairs, connections or additions to the main or laterals will include an open ditch inspection by a representative of the Sunset Point Water Department.

i. New Service Connections: For connection into the Sunset Point Water System, approval is to be secured from the Sunset Point Water Association. No hook-up is to be permitted until this approval is granted and the payment of a hook-up charge in the amount of \$750.00. All costs, including the hook up to the main, a hydrant, lateral shutoff plus material and labor to connect the residence into the system is the responsibility of the homeowner. Members or contractors of members slated to perform the hook-up will reviewed by the Board prior to the connection start. The member shall provide plans for the hook-up including by not limited to contractor, references, methods, materials used, removal of materials, remediation of the area, etc. The Board will be allowed pre and post inspection of the area as deemed appropriate prior to usage.

j. Extension and Changes: Extensions to, or changes in existing mains or the construction of new mains within the development may be initiated by the Board of Directors or upon petition from property owners. The Board

of Directors shall prescribe the terms and conditions upon which such petition will be granted and shall require the written acceptance and guaranty thereof by the applicant. If it is granted, upon membership approval, the Board will direct the Department to proceed as promptly as practicable with the work. Unless otherwise stipulated, the work will be done at the expense of the applicant.

k. Use for Construction Purposes: Application to use Department water in the construction or repair of buildings or for any other purpose shall be made, in writing, to the Department by either the owner of such premises or the contractor for the work to be done. The character of the work contemplated and the estimated quantities of the work to be done shall be specified. An estimate of the value of the water to be used at established rates then will be prepared by the Department and a bill rendered for same. The applicant shall not open or close lateral shutoffs or otherwise interfere with the same, and in case water has been turned on or used by such applicant before payment of said bill, the water will be turned off by the Department pursuant to the conditions of granted use.

l. Unauthorized Apparatus: No unauthorized check valve or similar apparatus shall be installed on any premises in such a manner as to prevent water backing into the mains, except on fire lines. The refilling of supply tanks which contain any toxic chemicals or pesticides from the Association Water Supply will not be permitted. The only tanks that can be supplied from the Association Water Supply are tanks that contain potable water. The Department shall not be responsible for any damage caused hereby, and if such apparatus is found upon inspection, it shall be removed at once upon written notice, and upon failure to do so, said premises shall become subject to other penalties.

m. Supply Other Than Association Source: No premises using water from any other source shall be connected with the Association mains in any manner contrary to the rules and regulations of the State Department of Health or any of its subdivisions. Homes not presently connected to the Association system will be permitted to hook-up in the future after payment of the connection fee and any related rates.

n. Discontinuance of Service: Where it is desired to permanently discontinue the use of Association water on any premises, a request (in writing if so desired by the Department) stating the reasons thereto must be made by the owner to the Department. The Department will discontinue service to the premises at the main at the cost of the homeowner. Where it is determined by the board of directors to discontinue the use of Association water on any premises due to excessive use or waste of water, whether by carelessness or by defective or leaky plumbing or fixtures, the Department will discontinue service to the premises at the main at the cost to the homeowner. The cost to reconnect will also be solely the responsibility of the homeowner.

o. Interruption of Service: In the event that it becomes expedient to shut off the water from any section of the Association because of accidents or fire or in order to make repairs or extensions or for any other necessary purposes, the Department will endeavor to give timely notice to those affected thereby and will, so far as practical, use its best efforts to prevent inconvenience or damage arising from such cause, but failure to give such notice or to receive the same will not render the Department responsible or liable for damages to property or any refund that may result therefrom or from any other cause. Whenever any notice is required to be given by the Department, it shall be given in person, by telephone, email, or by mailing a copy thereof, postage paid, at the post office, to the last known address of the person, to be conclusively deemed to have been given at the time of such ailing. In no case will the Department be liable for damage caused by defective or leaking plumbing or fixtures.

p. Fees and Rates: Fees and rates for various water services are recommended by the Board of Directors at the annual meeting plus any assessments and voted and approved by the membership.

q. Resale of Water: No owner or consumer furnished with water by the Department shall sell, resell or offer for sale any of such water without first receiving consent of the Department.

r. Application for Service: Application for the introduction of Association water or for change in an existing water supply to any premises shall be made, in writing, by the owner thereof or his authorized agent, and all conditions thereon duly subscribed. Upon the receipt thereof, the Department will make or cause to be made an inspection of the premises and, unless the application is rejected for cause will render a bill to the owner of such premises. Upon payment in full of such bill, the Department will proceed with the work as promptly as practical. No additional connections or alterations to existing connections will be made to any premises unless and until charges of every nature due the Department from such owner or against such premises are first paid.

s. All property owner's shut-off valves must be accessible to the Association representatives. The Water Department of the Sunset Point Association must not have to move obstacles, leaves, or debris or have to excavate to reach the valve(s). It is the responsibility of the homeowner to keep shut off-valves in good working order. The association has the right to inspect any shutoff-valve(s) to determine accessibility and working order.

t. It is the responsibility of the Water Company to maintain the water system in good and safe working order by:

1. Regular weekly monitoring of total water usage and monitoring of monthly electric bills.
2. Testing for water quality according to DEP standards.
3. Leak detection.
4. Immediate notification to the homeowner when a leak is detected.
5. Follow up with the homeowner after leak remediation/ repair.

It is the responsibility of the homeowner, when a leak is detected and due notification is given, to start the process of leak repair within 48 hours of notification. The process shall be:

1. The homeowner may, at his expense, call in an additional leak detection firm to corroborate or to refute the Association's leak detection.
2. The homeowner will make arrangements and schedule repair.
3. The homeowner will notify the Chairperson of the Water Department and communicate what is being done to effect repairs and again communicate when the repair is completed.
4. The member shall provide plans for the hook-up including by not limited to contractor, references, methods, materials used, removal of materials, remediation of the area, etc. The Board will be allowed pre and post inspection of the area as deemed appropriate prior to usage.

Payment of Bills:

1. The Board of Directors shall determine the sums necessary and adequate for the operation and maintenance of the Sunset Point Water Department and administration costs and be approved by membership vote at the annual membership meeting.

2. Water charges shall be payable annually and a statement of each owner's water charges will be sent out by the Treasurer at the beginning of each year. These charges shall be payable on or before April 15th, and the Board, by Resolution, shall establish a policy and payment schedule for payments made before or after the due date, late payments may be subject to a one and one-quarter percent (1 ¼%) penalty per month until payment is received.

Payment of dues and assessments shall be paid to the Treasurer of the Association, and when requested, the Treasurer will issue a receipt of payment. Water charges not paid by April 15th, shall be considered delinquent and any water charge not paid by Labor Day, the year in which they are payable, may be subject to collection; the same being true of any special assessments approved which are not paid within one year. Each such delinquent account shall be a personal obligation of the owner, and as a result of legal proceedings, can become a lien on the property.

Members whose water charges and assessments are delinquent will have their membership rights suspended by the Board, including the right to participate in any vote of the membership, and shall not be classified as a "Member in Good Standing". Upon action of the Board suspending a member's rights, notice shall be sent by the Secretary via certified mail advising the member of the suspension, and any of the steps necessary to lift the suspension.

Restoration of all membership rights shall automatically be effective upon payment in full of the delinquent account.

3. In addition to the annual water charge authorized, the Association may levy a special assessment for the capital improvements or acquisitions, providing that any such assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the members who are voting at a meeting duly called for this purpose, written notice of which shall be sent to all members at least twenty (20) days in advance and shall set forth the purpose of the meeting.

Emergencies:

Whenever by reason of any emergency, necessity for the protection of the health and welfare of the inhabitants, drought, scarcity or shortage or threatened scarcity or shortage of water, lowering of the underground water tables, recession of the underground waters, repairs to any Department water utility or well, accident to or the disability of any water utility or well, inability of the water utilities or wells to furnish an adequate supply of water, the adoption by the Board of Directors of a water conservation program or for any other reason which the Board of Directors deem necessary or for the best interest of the Association and to its inhabitants to protect the Association's water supply, the Board of Directors may, at any time, restrict the use of Association water by an order or directive duly published or by proclamation, and no person shall use Association water in violation of said order, directive or proclamation, and for any violation thereof shall become subject to the imposition of a fine and penalty to be determined.

ARTICLE XIII

LIABILITY OF DIRECTORS

No Director of this corporation shall be personally liable for any action or omission related to his/her responsibility as Director, unless Director has breached or failed to perform the duties of his/her office as describer in 42 Pa. C. S. 8363, and said breach of failure to perform constitutes self-dealing, willful misconduct, or recklessness. Provided, however, that nothing in this bylaw shall be construed to impose a greater standard of liability on said Director than is set forth in Pennsylvania Act 1968-57 (42 Pa. C. s. 8332.2). This section shall apply retroactively to any action or omission on or after January 27, 1987.

ARTICLE XIV

INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

The corporation may, by resolution adopted by a majority of a quorum of disinterested Directors then in office, or, if such a quorum is not attainable, by written opinion of independent legal council, indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suite or proceeding (including actions by or in right of the corporation to procure a judgment in its favor), whether civil, criminal or investigative, by reason of the fact that he or she is or was a representative of the corporation, or is or was serving at the request of the corporation as a representative of another Corporation, partnership, join venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred, unless such persons actions or omissions in conjunction with the matter given rise to the claim for indemnification have been determined by a court to have constituted willful misconduct or recklessness. The corporation may also advance payments for such undertaking by or on behalf of such person to repay said amounts if such person shall ultimately be determined not to be entitled to indemnification. The corporation shall make such indemnification if such person has been successful on the merits or otherwise in defense of said action, suit or proceeding. The corporation may maintain a reserve, or may purchase and maintain insurance for the purpose of indemnification on behalf of any or all persons to the full extent permitted under Section 7747 of the Pennsylvania Non-Profit

Corporation Law of 1972.

ARTICLE XV

AMENDMENT OF BY-LAWS

These by-laws may be amended, altered, repealed or added to, provided that the proposed amendment is in writing. Notice of the proposed amendment and a summary of same shall be provided to every member not less than thirty (30) days prior to a regularly schedule membership meeting. The amendment shall be approved by two thirds ($\frac{2}{3}$) majority vote of the members in attendance at said membership meeting, assuming there is a quorum.

ARTICLE XVI

MISCELLANEOUS

1. Whenever any word in this document importing the plural number shall be used in describing or referring to any matter or person, any single matter or person shall be deemed to be included although words signifying the singular number may not be used. When any matters or persons shall be referred to in this document by words importing the singular number only, or the masculine gender, then the several matters or persons and females as well as males and bodies corporate shall be deemed to be included, provided that these rules of construction shall not be applied where this document contains any express provision excluding such construction, or where the subject matter or context may be repugnant thereto.
2. The operation of the Association and any By-law amendments shall be consistent with the provisions of the PA Nonprofit Corporation Law and the PA Planned Community Act.