

ROSENMILLER FARMS HOMEOWNERS' ASSOCIATION
By-Laws 2019

Preamble:

These By-Laws exist pursuant to applicable state law and Section IV, Homeowners Association of the Rosenmiller Farm, Declaration of Restrictions, Covenants and Conditions, (hereinafter "DRCC") of October 3, 1989.

1. The relationship between the Rosenmiller Farm Homeowners Association (hereinafter "RFHOA" or the "Association") and the Rosenmiller Woods Condominium Association (hereinafter "RWCA"). The RWCA represents only the unit owners in the condominiums, whereas RFHOA represents both the homeowners and the condominiums lot owners with respect to the rights, privileges, responsibility and maintenance of facilities and open space areas. Condominium owners belong to both the RWCA and the RFHOA; lot or homeowners belong only to the RFHOA.

A. **Homeowners' Association.** The Rosenmiller Farm Homeowners' Association was established, exists under, and exercises the powers and authority and discharges the responsibilities created by Article IV of the DRCC.

B. **Powers.** The Association shall have the power to levy and collect assessments or other charges against members, to maintain the storm water facilities, recreational facilities, farm pond, riding and walking trails, and all other common areas or facilities; to purchase, maintain, repair, replace, and restore real and personal property; to pledge and mortgage property of the Association; to appoint agents; to hire employees; to make contracts; to promulgate and enforce rules and regulations for the members of the Association; to exercise all powers conferred to the Association by the DRCC and generally to do any and all lawful acts necessary or convenient for the fulfillment of the foregoing purposes. The Association is not organized for profit and neither property nor profit thereof shall inure to the benefit of any person, partnership or corporation except in furtherance of the non-profit making purposes of the Association.

C. **Membership.**

- (i) The members of the Association shall consist of all Lot and Unit Owners. Membership in the Association shall not be transferable. Membership of each Lot or Unit Owner shall terminate upon a sale, transfer or other disposition, other than by mortgage, of the ownership interest of such Owner in such Lot or Unit, whereupon membership and any interest in the Association shall automatically transfer to and be invested in the succeeding Owner or Owners of such Lot or Unit. The Association may, but shall not be required to, issue certificates or other evidence of membership.

- (ii) Other classes of membership in the Association may be created if approved by at least seventy-five (75%) percent of the RFHOA Board, provided, however, that any such other class(es) shall have no voting rights in the Association. Such additional class(es) may be for individuals or a group as a whole, including but not limited to owners of property not currently subject to the DRCC.

D. **Meetings.** Meetings of the membership shall be held at such place as may be specified in the notice of the meeting, in accordance with the following provisions:

1. **Annual Meetings.** Annual meetings of the Association shall be held on a day during the first week in November each year. At such meeting there shall be elected by ballot of the members a board of directors in accordance with the provisions of DRCC Article IV, approval of the next year's budget, and the members shall also transact such other business as may properly come before them.

2. **Special Meetings.** It shall be the duty of the president of the Association, or, in his absence or disability, the duty of the secretary of the Association, to call a special meeting of the members as directed by resolution of the Board of Directors, or upon a petition signed by fifty percent (50%) in voting interest of the members of the

Association. The notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at any special meeting except as stated in said notice unless with the consent of three quarters of the members present, either in person or by proxy.

3. **Notices.** It shall be the duty of the secretary of the Association, or, upon such secretary's failure or neglect, then of any officer or member of the Association, to forward to each member a notice of each annual or special meeting stating the purpose, the time and place thereof. With respect to any annual or special meeting, such notice shall be sent at least fourteen (14) days, but no more than sixty (60) days, prior to the date set for such meeting.
 4. **Quorum.** The presence either in person or by proxy of the holders of at least twenty-five (25%) percent of the votes of the Association shall be required for and shall constitute a quorum for the transaction of business at all meetings of the members. If at any meeting, a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.
 5. **Voting.** Each Lot or Unit Owner shall be entitled to cast one vote, regardless of how many Lots or Units are owned by such Owner. If any Owner consists of more than one person or entity, the voting rights of such Lot or Unit shall not be divided but shall be exercised only jointly as a unit. Unless otherwise specifically required, each question presented to a meeting of the members shall be determined by a vote of the majority of the members present in person or by proxy.
- E. **Directors.** The affairs of the Association shall be governed by a Board of Directors which shall consist of seven (7) persons elected at the Annual Meeting on a rotating basis of three year terms. Three of said directors shall be Unit Owners in the Rosenmiller Condominium Association and four directors shall be Homeowners in the Rosenmiller Farms Homeowners' Association and shall act in accordance with the following provisions:

1. **Qualifications.** All directors shall be Lot or Unit Owners, or the spouses of Lot or Unit Owners, or, if Lot or Unit Owner is a corporation, partnership or trust, then an officer, partner, trustee or beneficiary of such entity.

2. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the maintenance and repairs of all common facilities. The powers of the Board shall include but shall not be limited to the following:
 - a. Election of the officers of the Association;
 - b. Administration of the affairs of the Association;
 - c. Provision for management, operation, repair and maintenance of all common facilities.
 - d. Adoption of an annual operating budget and annual assessments for submission to the members for their approval at the annual meeting and collection from the Lot Owners of their respective shares of common expenses; and
 - e. Recommendation of such special assessments as may become necessary to be submitted to members for their approval.
 - f. Formation of the following standing committees, comprised of no less than three (3) members at least one (1) of which shall be a Director:
 - 1) Buildings and Grounds Committee to regulate the external appearance of the Association's property and regulate the use and maintenance thereof by recommendations of actions to the Board of Directors;
 - 2) Architectural Committee which shall decide request for construction, modification, and use of member's property in compliance with Association's rules and regulations;

- 3) Nominating Committee to recommend candidates to serve as directors of the Association;
- 4) Such other committees as the Board of Directors deem necessary for the proper use and enjoyment by the members of Association facilities and activities.

g) The Board of Directors may employ a managing agent at a compensation established by the Board of Directors. The managing agent shall perform such duties and services to the Association as the Board of Directors shall authorize from time to time, which duties shall include, but not limited to, management of the Association property and resources, payment of debts and obligations incurred by the Association, and enforcement of rules and regulations.

3. **Vacancies.** Vacancies on the Board of Directors caused by any reason, including the failure of a director to continue to meet the qualifications of office, shall be filled by a vote of a majority of the remaining directors entitled to vote at a special meeting of the Board of Directors called for that purpose promptly after the occurrence of any such vacancy. The Nominating Committee shall provide eligible candidates to fill such vacancy. The person appointed to fill the vacancy shall serve until the expiration of the term of office being filled.

4. **Meetings.** The annual organization meeting of the Board of Directors shall be held within two (2) weeks of the annual meeting of the members. Special meetings of the Board of Directors may be called by the President or the majority of the Board on ten (10) days notice to each director. Directors may waive notice of a meeting.

5. **Quorum.** Four (4) directors then in office shall constitute a quorum for the transaction of business.

6. **Removal from Office.** Any director may be removed from office by a vote of at least two-thirds of the members of the Association.

7. **Compensation.** Directors shall receive no compensation for their services except as expressly provided by a resolution adopted by the members of the Association. Directors may be reimbursed for out-of-pocket expenses incurred in connection with their duties.

8. **Liability and Indemnification.** The members of the Board of Directors and the officers of the Association shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual gross misconduct or bad faith. The Association shall indemnify and hold harmless all officers and members of the Board of Directors against all contractual liability to others arising out of the contracts made by the Board of Directors or officers on behalf of the Association unless any such contract shall have been made in bad faith or in a manner contradictory to the provisions of the DRCC or these By-Laws. An insurance policy of indemnification shall be maintained to cover the members of the RFHOA Board of Directors and the officers of the Association.

9. **Officers.** The officers of the Association shall be a president, a secretary and a treasurer and such other officers as the Board of Directors may deem appropriate, all of whom shall be subject to the following provisions:
 - a. **Election.** The officers are elected from and by the seven (7) elected members of the Board of Directors with two (2) weeks of the annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors, except as set forth in Subsection 9.d below.

 - b. **Terms of Office:** Officers are elected at the Annual Meeting for a term of one (1) year. There is no limit on the number of terms, consecutive or otherwise, that a person may served in the same officer position.

c. **Removal.** Any officers may be removed at any meeting by the affirmative vote of a majority of the remaining members of the Board of Directors, with or without cause, and any vacancy in any office may be filled for the remainder of the term by the Board of Directors at any Board meeting.

d. **Powers and Duties.** Each respective officer shall have the powers and duties set forth below.

i) The president shall be (i) Lot or Unit owner, (ii) the chief executive officers of the Association, and (iii) preside at all meetings of the members and of the Board of Directors.

ii) The secretary shall (i) ensure that the minutes of all meetings of the members and the Board of Directors are taken and retained, (ii) have custody of the Association's records, and (iii) be responsible for the transmission of any notices required under the DRCC or these By-Laws.

iii) The treasurer shall be responsible for the funds of the Association and for keeping full and accurate accounts of all receipts and disbursements on the Association's book of accounts.

iv) The same person may be elected and serve as secretary and treasurer.

G. Operation of Association.

1. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January each year, except for the first fiscal year of the Association which shall begin on the date of the record of this Declaration.

2. **Books and Records.** Books and accounts of the Association shall be kept under the direction of the treasurer in accordance with customary accounting principles and practices. The secretary shall keep and maintain the records of the Association. The Association shall furnish its members with a statement of the income and disbursements of the Association for each fiscal year within a reasonable time after the close of such fiscal year.

a. A yearly audit of the books shall be completed by an audit committee consisting of at least three (3) members.

b. Checks will be signed by either the President, Treasurer or managing agent.

c. Checks drawn on the Reserve funds must be signed by both the President and the Treasurer.

3. **Assessments.** Not later than thirty (30) days prior to each annual meeting of the members of the Association, the Board of Directors shall estimate the expenses of the Association for the following fiscal year and shall present such estimate to the members at their annual meeting as the proposed annual budget for such fiscal year. The annual assessment required to meet annual estimated common expenses for such fiscal year shall be approved by a majority vote of the members of the Association at their annual meeting. If the members disapprove such budget, then the budget for the preceding fiscal year shall be the budget for the succeeding fiscal year. All assessments shall be billed not later than two (2) weeks prior to the commencement of the succeeding fiscal year by the treasurer of the Association sending the bills therefor to the respective Lot and Unit Owners at the addresses recorded in the secretary's record, either personally or by placing a bill in the United States mail, postage prepaid, addressed to the Lot and Unit Owner as afore said. Payment of such bills shall be due within thirty (30) days of receipt.

4. **Special Assessments.** The Board may from time to time as necessary levy additional assessments for special purposes by majority votes of the Board. Such

special assessment shall be payable by members under and subject to such terms and conditions as the Board shall determine.

5. **Collection of Assessments.** The assessments authorized hereunder shall be the personal responsibility of the owner of the Lot for which the assessment has been billed. If the assessment for a Lot shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall be recoverable by the Association, together with interest at the annual rate of fifteen percent (15%), with costs of collection and reasonable attorney's fees. In addition, such assessment, interest and cost shall constitute a lien against the Lot in favor of the Association from the date upon which the assessment become due which shall be senior to all other liens and encumbrances on a Lot except for mortgages recorded before the date upon which the assessment sought to be enforced became delinquent. Such lien may be enforced and foreclosed by the Association in like manner as a mortgage on real estate or by any other means present or hereafter provided by law or equity.

6. **Assessment Shares.** When a member desires to sell the member's property an initiation fee of Two Hundred 00/100 (\$200.00) Dollars shall be paid by Purchaser to defray administrative costs in the transfer of the member's interest in the Association.

7. **By-Laws.** These By-Laws may be amended by an affirmative vote of at least fifty-one percent (51%) of members, which amendment shall be recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania.

H. **General Provisions.**

1. **Enforcement.** Enforcement of these By-Laws, the DRCC and any Rule/Regulation shall be by proceedings at law or equity against any person or persons violating or attempting to violate any restriction, covenant or condition contained herein. Such proceedings may be instituted by the Board or by any person

holding any right, title or interest in any part of the lands affected and regulated by these By-Laws, the DRCC or any Rule/Regulation. Such proceedings may be brought to restrain any violation of these By-Laws, the DRCC or any Rule/Regulation or to recover damages from such violation or both.

2. **Covenants Running with the Land.** These By-Laws and any Rule/Regulation so promulgated shall be construed for all purposes as covenants running with the land.

Adopted and amended _____, 20__.