

MOUNT GREटना CAMPMEETING ASSOCIATION

Charter & By-Laws

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By-Laws of the Mount Gretna Campmeeting Association, Inc.

Article I: Name and Organization

Section 1. Name.

The name of the corporation shall be the “Mt. Gretna Campmeeting Association, Incorporated” (“Association”).

Section 2. Form of Organization.

The Association is a Pennsylvania non-profit corporation. It is organized on a non-stock basis and has members.

Article II: Registered Office and Place of Business

Section 1. Registered Office.

The registered office of the Association shall be at the place listed in the Charter for the Association.

Section 2. Place of Business.

The business of said Association is to be transacted at Mt. Gretna, in the Township of West Cornwall, County of Lebanon, Pennsylvania.

Section 3. Other Offices and Places.

The Association may have such other offices, mailing addresses and other places of business as its Board of Managers may from time to time decide or the activities of the Association may require.

Article III: Seal

The corporate seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words “Corporate Seal, Pennsylvania.”

Article IV: Purpose/Limitations

Section 1. General Purposes.

This Association shall have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which non-profit corporations may be incorporated under the laws of the Commonwealth of Pennsylvania.

Section 2. Specific Purposes.

The purpose of the Association includes (but is not limited to) the providing and maintaining of a proper, desirable and permanent residential community at the Campmeeting Grounds in Mt. Gretna, in the Township of West Cornwall, County of Lebanon, Pennsylvania (the “Campmeeting Grounds”). A map or other description of homes in the Campmeeting Grounds shall be adopted, and amended from time-to-time, by a Resolution of the Board of Managers.

Section 3. Traditional Purposes.

The history and tradition of the Association include the providing and maintaining of a proper, convenient, desirable and permanent Campmeeting Grounds for the purpose of supporting and conducting the worship of God in gatherings or assemblages at convenient and stated times in accordance with the discipline and belief of The United Methodist Church. In keeping with the history and tradition of the Association, the Board of Managers reserves the privilege of conducting religious conferences and programs on these grounds at appropriate times.

Section 4. Tax Status.

It is the intent of the Association to maintain, to the extent possible, tax-exempt status under the appropriate Section of 501(c)(4) of the Internal Revenue Code of 1986 (or the corresponding section of any future Internal Revenue Law of the United States) as now enacted or as may be hereafter amended (“Code”).

Section 5. No Private Inurement.

The Association does not contemplate pecuniary gain or profit, incidental or otherwise, to its members. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, managers, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered to it by a person.

Section 6. Dissolution.

In the event the dissolution of the Association should occur, the Board of Managers shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all the assets of the Association in such manner or to such organization(s) organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law) as the Board of Managers shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal

office of the Association is then located exclusively for such purposes as said Court shall determine which are organized and operated exclusively for such purposes.

Article V: Members and Membership Meetings

Section 1. Membership.

The members of the Association shall be all persons who are homeowners within the Campmeeting Grounds.

Section 2. Membership Criteria.

Membership in the Association is limited to homeowners in the Campmeeting Grounds. Every lawful transfer of title to a home in the Campmeeting Grounds shall automatically include membership in the Association for the purchasing homeowner(s), and upon making this transfer, the membership of the homeowner(s) shall automatically terminate. Membership in the Association may not be assigned or transferred without the transfer of legal title to a home within the Campmeeting Grounds, and any attempt at assignment or transfer thereof shall be void and of no effect.

Section 3. Duties of Membership.

Every owner of a home within the Campmeeting Grounds, as a member of the Association, shall be entitled to all of the rights and privileges and shall be bound by all the duties and obligations accompanying membership, including (but not limited to) the following:

- a. The members shall comply with these By-Laws and all of the Rules and Regulations of the Association on the part of themselves and any occupant or tenant of said home or household.
- b. Members of the Association shall have power to vote and hold office.
- c. Members of the Association who are selling their home(s) shall inform the purchaser of said home of the automatic transfer of membership to the purchasing homeowner(s).

Section 4. Number of Members.

The membership of the Association shall be automatically expanded or reduced, from time to time, to the extent the number of homes within the Campmeeting Grounds is expanded or reduced.

Section 5. Annual Membership Meetings.

The Annual Meeting of the membership shall be held during the summer months at a time and place fixed by the Board of Managers for the purpose of electing persons to the Board of Managers and for the transaction of other business that may properly come before the meeting.

Section 6. Special Membership Meetings.

Special Meetings of the membership may be called at any time by (a) the President of the Association, (b) at least four (4) members of the Board of Managers or (c) upon written petition signed by not less than ten percent (10%) of the members entitled to vote, the same having been presented to the Secretary. In each such case, the Secretary shall fix the date and time of the meeting, which shall be held not more than sixty (60) days after the receipt of the request. If the Secretary neglects or refuses to fix the date and time of the meeting, the person or persons calling the meeting may do so.

Section 7. Place of Membership Meetings.

Meetings, both Annual and Special, of the membership shall be held at the Registered Office of the Association or at any other suitable place convenient to members as may be designated by the Board of Managers.

Section 8. Notice of Membership Meetings.

- a. Personal or written notice of every meeting of the membership (Annual, Special or Adjourned) shall be given 20 days prior to said meeting by, or at the direction of, the Secretary or other authorized person to each member of record entitled to vote at the meeting.
- b. The notice of meeting shall specify the place, day and hour of the meeting. Notice of an Annual Meeting need not specify the purpose of the meeting. Notice of a Special Meeting shall specify the general nature of the business to be transacted. If the purpose of a Special Meeting relates to a fundamental change to the Association, the notice shall comply with the express requirements of Chapter 59 of the Nonprofit Corporation Law.
- c. It shall not be necessary to give notice to any member who submits a signed waiver of notice before or after the meeting.

Section 9. Quorum of the Membership.

A Membership Meeting duly called shall not be organized for the transaction of business unless a quorum is present. The presence of members entitled to cast at least ten percent (10%) of the votes that all members are entitled to cast on a particular matter to be acted upon at the meeting, both Annual and Special, shall constitute a quorum for the purpose of consideration and action on such matter. The members present at a duly organized meeting, both Annual and Special, can continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 10. Adjourned Meetings.

If an Annual or Special Meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting to a time and place that they may determine.

Those members entitled to vote who attend the second adjourned meeting called for the election of the Board members that has previously been twice adjourned for lack of a quorum, although less than a quorum as fixed in these By-Laws, shall nevertheless constitute a quorum for the purpose of electing Board members.

In other cases, those members entitled to vote who attend a second adjourned meeting of members that has been previously twice adjourned for one or more periods totaling at least twenty (20) days because of absence of a quorum, although less than a quorum as fixed herein, shall nevertheless constitute a quorum for the purpose of acting upon any matter set forth in the notice of the meeting.

Section 11. Voting Rights of Members.

The homeowners within the Campmeeting Grounds are entitled to one (1) vote, in person, by ballot or by mail for each home, however, that (a) joint owners of a single home shall be entitled to one (1) vote for that household; (b) the owner or owners of two or more homes in the Campmeeting Grounds shall be entitled to only one (1) vote; and (c) under no circumstances shall any home, household or individual be entitled to more than one (1) vote.

Article VI: Management – Board of Managers

Section 1. Management by Board of Managers.

All powers vested by law in the Association shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Managers (each a “Manager” and collectively the “Board of Managers” or the “Board”).

Section 2. Additional Powers of the Board of Managers.

Without limiting the foregoing, the Board of Managers is vested with the following additional powers:

- a. The Board of Managers is authorized to adopt, pass and enforce such Rules and Regulations as they deem necessary and convenient for the providing and maintaining of a proper, desirable and permanent residential community.
- b. The Board of Managers shall have the power to assess all properties and lots owned on the Campmeeting Grounds and shall levy assessments on this basis from time to time as may be required for maintaining and cleaning the grove; lighting the grove; building and repairing of roads, walks and walkways, and all

other improvements to the grounds that may seem desirable; maintaining and operating the water plant and system and for all extensions of the system that may be required; for removing and disposing of garbage, trash and sewage; and fulfilling such purposes as needs and requirements of the Association and its grounds.

Section 3. Limitations on the Board of Managers.

The Board of Managers shall not incur indebtedness exceeding an amount equal to fifty (50) percent of the budget for the fiscal year in which such debt is incurred without first having a resolution passed at a meeting of the Association authorizing same.

Section 4. Number, Qualification and Term of Managers.

- a. The Board of Managers shall consist of eleven (11) persons. The number of Managers may be changed, increased or decreased, from time to time by amendment to these By-Laws by action of the Board. However, at no time shall the Board of Managers consist of less than five (5) persons.
- b. Each Manager shall be a member of the Association or a representative of the Tabernacle Association, appointed by the Board of Trustees of the Mt. Gretna Tabernacle Association.
- c. Each Manager is elected or appointed for a three (3) year term, except where filling an unexpired term.
- d. Managers may be elected to any number of successive terms.
- e. The Board of Managers is organized with staggered terms of office. The Board of Managers consisting of eleven (11) persons is divided into three (3) sets of terms as follows:
 - (1) A term for four (4) Managers that expires in 2009 and every three (3) years thereafter;
 - (2) A term for three (3) Managers that expires in 2010 and every three (3) years thereafter; and
 - (3) A term for three (3) Managers that expires in 2011 and every three (3) years thereafter.
 - (4) The 11th member of the Board is appointed by the Board of Trustees of the Mt. Gretna Tabernacle Association.

Section 5. Election of Managers.

- a. The Managers for the Board of Managers shall be elected by the members of the Association.

- b. The Secretary or Office Manager shall prepare a list of persons eligible to hold office and to vote at the Annual Membership Meeting and shall give the same to the Nominating Committee and to the Election Board.
- c. In the spring, the Nominating Committee shall notify members of the opening of the nomination for election to the Board of Managers with notice that the nominees have 45 days to reply in writing to the Campmeeting office their desire to serve on the Board. Copies will be made and given to each Nominating Committee member; the original shall be kept on file at the Campmeeting Office. After said 45 days, nominations may be made from the floor of the Annual Meeting before the election.
- d. The names of the nominees or candidates for office shall be distributed with the notice for the Annual Meeting. The Nominating Committee shall also conspicuously post the names of the nominees or candidates at or near the place of the election at least three (3) days before holding the election.
- e. The election of the Board of Managers shall be held at the Annual Meeting of the membership, and voting shall be by ballot unless nominees are unopposed and voting can be by voice vote.
- f. The election shall be supervised by an Election Board, which shall keep a list of all persons casting ballots for the election of a Board of Managers.
- g. Absentee ballots may be arranged, on an individual-request basis if all expense is borne by the requester and a properly marked ballot reaches the judge of the election prior to the closing of the public polling place.
- h. The results of the election shall be posted at the election site no later than 24 hours after the election.
- i. Each elected Manager shall take office at the following January organizational meeting of the Board of Managers and shall hold office until the end of term and until the Manager's successor has been selected and qualified, or until the Manager's death, resignation or removal.

Section 6. Vacancies in Board of Managers.

Each vacancy in the Board of Managers created by a resignation or other shall be filled from a list of names presented by the Nominating Committee. A vacancy will be filled by a majority vote of the quorum present at the Regular or Special Meeting of such Board of Managers. Any manager so elected shall serve for the unexpired term of the Manager for whom the vacancy is filled or another appropriate term. However, if the Board of Managers does not vote to fill such vacancy, such vacancy need not be filled, and the number of members of the Board shall be thereby reduced.

Section 7. Annual Meeting of the Board.

The Annual Meeting of the Board of Managers shall be held during the summer months at a time and place fixed by the Board of Managers for the purpose of the presentation of the annual report and for the transaction of other business that may properly come before the meeting.

Section 8. Regular Meetings of the Board.

Regular meetings of the Board of Managers can be held each month or at such dates and times as the Board shall determine from time to time.

Section 9. Special Meetings of the Board.

Special Meetings of the Board of Managers may be called at any time by (a) the President of the Association or (b) at least four (4) members of the Board of Managers. In each such case, the Secretary shall fix the date and time of the meeting, which shall be held not more than fifteen (15) days after the receipt of the request. If the Secretary fails to fix the date and time of the meeting, the person or persons calling the meeting may do so.

Section 10. Place of Board Meetings.

Annual Meetings, Regular Meetings or Special Meetings of the Board of Managers shall be held at the Registered Office of the Association or at any other suitable place convenient to members as may be designated by the Board of Managers.

Section 11. Notice of Board Meetings.

- a. Each member of the Board of Managers shall be notified of a Special Meeting at least five (5) business days prior to the day named for the meeting.
- b. Unless otherwise required by these By-Laws, neither the business to be transacted at nor the purpose of any Annual, Regular or Special Meeting of the Board need be specified in the notice of the meeting.

Section 12. Quorum of the Board.

A majority of the Managers in office shall constitute a quorum for the transaction of business, and the acts of a majority of Managers present and voting at a meeting at which a quorum is present shall be the acts of the Board of Managers except where a different vote is required by law or the Charter or these By-Laws.

Section 13. Voting Rights of Managers.

Each Manager shall be entitled to one (1) vote.

Section 14. Notation of Dissent by Managers.

A Manager who is present at any meeting of the Board of Managers at which action on any Association matter is taken on which the Manager is generally competent to act shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files a written dissent to

the action with the Secretary of the meeting before the adjournment thereof, or transmits the dissent in writing to the Secretary of the Association immediately after the adjournment of the meeting. The right to dissent shall not apply to a Manager who voted in favor of the action. Nothing in this section shall bar a Manager from asserting that minutes of the meeting incorrectly omitted his or her dissent if promptly upon receipt of a copy of such minutes, he or she notifies the Secretary in writing of the asserted omission or inaccuracy.

Section 15. Unanimous Written Consent.

Any action which may be taken at a meeting of the Board of Managers may be taken without a meeting if a consent or consents in writing setting forth the action so taken shall be signed by all of the Managers in office. The consent or consents shall be filed with the Secretary of the Association.

Section 16. Compensation of Managers.

Managers shall receive no compensation for their services as Managers although they may receive reimbursement for reasonable out-of-pocket expenses incurred relative to the business of the Association. Such expenses shall be submitted on vouchers and approved by the Board of Managers before payment by the Treasurer.

Section 17. Liability of Managers.

- a. No person who is or was a Manager of this Association shall be personally liable for monetary damages for any action taken, or any failure to take any action, as a Manager unless:
 - (1) The Manager has breached or failed to perform the duties of his office as set forth in Section 8363 of the Pennsylvania Director's Liability Act (42 Pa. C.S. Section 8363); and
 - (2) The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.
- b. This provision of the By-laws shall not apply to:
 - (1) The responsibility or liability of a Manager pursuant to any criminal statute; or
 - (2) The liability of a Manager for the payment of taxes pursuant to local, state or federal law.
- c. If Pennsylvania law hereafter is amended to authorize the further elimination or limitation of the liability of Managers, then the liability of a Manager of the Association, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Pennsylvania law.

Section 18. Indemnification.

The Managers of the Board of Managers shall be indemnified by the Association to the fullest extent possible under the laws of the Commonwealth of Pennsylvania.

Section 19. Resignation of Managers.

Any Manager may resign at any time from his or her office as a Manager of the Board of Managers upon written notice to the Association. The resignation shall be effective upon its receipt by the Board of Managers or at a later time as may be specified in the notice of resignation.

Section 20. Removal of Managers.

- a. The members of the Association are not entitled to vote on the removal of any individual Manager of the Board of Managers or the entire Board of Managers.
- b. Any individual member of the Board of Managers may be removed from office for not upholding their duties or the ideals of the Campmeeting, as set forth in the Charter, by the vote of two-thirds ($\frac{2}{3}$) of the Managers then in office, taken at any meeting of the Board of Managers for which at least five (5) business days notice has been given to all Managers notifying them that the removal of such Manager will be discussed and possibly acted upon at such meeting. Fractions shall be rounded to the nearest whole number.
- c. Any individual Manager who shall have been absent without excuse for three (3) consecutive meetings shall automatically be presumed to have voluntarily resigned as of the close of the third such meeting, and notice thereof shall be entered in the minutes of that meeting.

Section 21. Rules of Order.

The latest edition of *Roberts Rules of Order Newly Revised* shall govern the organization and conduct of all meetings of the Board of Managers unless the same are inconsistent with these By-Laws, in which case the provisions of these By-Laws shall govern.

Section 22. Enumeration.

The Association shall have a President, Vice President, Secretary and Treasurer (collectively, the “Officers”) and may have such other officers as the Board shall from time to time authorize and designate.

Section 23. Election, Terms of Officers.

- a. The Officers for the Association shall be elected by the Board of Managers.

- b. Each Officer shall be a Manager on the Board of Managers.
- c. Officers of this Association for the coming year shall be elected by the Board of Managers at the January meeting.
- d. Officers may be elected or appointed to any number of successive terms.
- e. Officers shall take office following their election at the January meeting and shall hold their offices for a term of one (1) year or (unless the officer is removed or the office is eliminated in accordance with these By-Laws) until their successor shall be elected.
- f. Officers shall have such authority and shall perform such duties as are provided by the By-Laws and as shall from time to time be prescribed by the Board.

Section 24. Vacancies of Officers.

If the office of any Officer becomes vacant for any reason, the Board of Managers may choose a successor or successors who shall hold office for the unexpired term in respect of which such vacancy occurred.

Section 25. Duties of President.

- a. The President shall be the Chief Executive Officer of the Association and shall have the general powers and duties of supervision and management usually vested in the office of President.
- b. Without limitation of the foregoing, the President shall preside at all meetings of the membership and/or the Board of Managers; shall make a report at the Annual Meeting of the Association; shall have general and active management of the affairs of the Association; shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the Board to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the Association; shall execute documents on behalf of the Association, including (but not limited to) contracts, deeds, bonds and mortgages; shall be ex-officio a member of committees; ~~and~~ shall sign all contracts made by the Association; and serve as chief point of contact with the Association's legal counsel.

Section 26. Duties of Vice President.

- a. The Vice President shall have such powers and perform such duties as the Board of Managers may prescribe or as the President may delegate.
- b. In the absence or incapacity of the President, the Vice President shall have and exercise all power and authority of the President and shall perform all duties of the President.

Section 27. Duties of Secretary.

- a. The Secretary shall attend all sessions of the Board. The Secretary or an employee under their direction shall act as clerk of the Board; shall keep a record of the proceedings of the membership and the Board of Managers in books provided for that purpose; shall record all the votes of the membership and the Board of Managers and the minutes of all its transactions in a book to be kept for that purpose; shall perform like duties for all committees of the Board, when required; shall be the custodian and have charge of all deeds, leases, contracts and agreements entered into by the Association; shall maintain a register of the names and addresses of the members of the Association; shall give, or cause to be given, notice of all meetings of the Board; shall perform such other duties as may be prescribed by the Board or the President, under whose supervision he or she shall be; shall keep in safe custody the corporate seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it; and shall perform such other duties from time to time as may be required. The Secretary shall give bond with security, if required.
- b. The Secretary shall make a detailed annual written report at the Annual Meeting of the Board of Managers and more often if required by the Board or requested by the President.
- c. An Assistant Secretary may be appointed by the Board to serve in the absence or incapacity of the Secretary who shall have and exercise all power and authority of the Secretary and shall perform all duties of the Secretary.
- d. The Secretary shall preside at all meetings of the membership and/or the Board of Managers when the President and Vice President are not present.

Section 28. Duties of Treasurer.

- a. The Treasurer shall have custody of the Association funds and securities and shall cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association; shall keep the moneys of the Association in separate accounts to the credit of the Association; shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers and receipts for such disbursements; and shall render to the President and the Board at the regular meetings of the Board, or whenever they may require it and unless waived, an account of all transactions as Treasurer and of the financial conditions of the Association. The Treasurer shall give bond with security, if required.

- b. The Treasurer shall have charge of all funds of the Association and shall disburse the same under authorization (1) by budget or (2) by order of the President or Board of Managers.
- c. The Treasurer shall make a detailed annual written report at the Annual Meeting of the Board of Managers and more often if required by the Board or requested by the President.
- d. The Treasurer shall preside at all meetings of the membership and/or the Board of Managers when the President, Vice President and Secretary are not present.

Section 29. Compensation of Officers.

Officers of the Association shall receive no compensation for their services as Officers, although they may receive reimbursement for reasonable out-of-pocket expenses incurred in conducting the business of the Association. Such expenses shall be submitted on vouchers and approved by the Board of Managers before payment by the Treasurer

Section 30. Indemnification of Officers.

The Officers or agents of the Association shall be indemnified by the Association to the fullest extent possible under the laws of the Commonwealth of Pennsylvania as stated in 18 herein.

Section 31. Resignation of Officers.

Any Officer or agent may resign at any time from his or her office upon written notice to the Board of Managers. The resignation shall be effective upon its receipt by the Association or at a later time as may be specified in the notice of resignation.

Section 32. Removal of Officers.

Any Officer or agent of the Association may be removed by the Board of Managers whenever, in the Board's judgment, the best interests of the Association will be served thereby.

Article VII: Committees of the Board

Section 1. Use of Committees.

The Board of Managers may establish one or more committees consisting of one or more Managers of the Association. Committees may also consist of other members of the Association who are not Managers of the Association. The Board has the discretion to open committee membership to non-MGCA members—as defined in Article V, Section 1 of the By-Laws—who hold expertise or interest in specific committee work with the following exceptions: non-MGCA committee membership will not be permitted for the Executive, Finance, Nominating, Property Ownership Committees, and the Election Board. Committee meetings are open to members of

the association at the discretion of the committee chair. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise any of the powers and authority of the Board, except that no committee shall have any power or authority as to the following: (a) the filling of vacancies on the Board; (b) the adoption, amendment or repeal of By-Laws; (c) the amendment or repeal of any resolution of the Board; (d) action on matters committed by the By-Laws or by resolution of the Board to another committee of the Board; (e) the incurring of expenses beyond the authorization of the Board either via the budget or special vote.

The Mt. Gretna Tabernacle Association, although a separately chartered 501(c) 3 organization with its own operational By-Laws, functions as a Committee of the Board with the following responsibilities:

- a. Sponsorship, funding and conduct of an annual festival (“Bible Festival”) for the study and dissemination of the Word of God as expressed in the Bible, including, without limitation, the following:
 1. Conduct of services of worship,
 2. Study of the Bible and matters related to the Christian lifestyle,
 3. Seminars, concerts and performances which support and enhance the purposes of the Bible Festival.
- b. The raising of investments and the expenditure of funds to be held in an account or accounts to be known as the “Mt. Gretna Tabernacle Fund” which shall be used to defray the expenses of major capital improvements to the Mt. Gretna Tabernacle building for use exclusively for charitable, religious and educational activities, and each of the foregoing activities shall be conducted in a manner which comports with the religious tenets of the United Methodist Church. The Association may also undertake any other activities authorized for a nonprofit corporation under the Nonprofit Corporation Law.
- c. A majority of the Board of Trustees shall be appointed from the Campmeeting Association Board of Managers.

Section 2. Board of Trustees, Mt. Gretna Tabernacle Association.

The Board of Trustees of the Mt. Gretna Tabernacle Association shall act as a committee of the Board of Managers. They shall be responsible for the conduct of the annual Bible Festival and related activities and may conduct such other religious activities within the Campmeeting as may be appropriate.

- a) A majority of the Board of Trustees shall be appointed from the Board of Managers.

- b) Trustees shall be appointed each year by an affirmative vote of the majority of the Board of Managers at their September meeting.
- c) The Board of Trustees shall, in November of each year, elect a President, Vice President, Secretary and Treasurer.
- d) A member of the Board of Trustees shall be appointed to serve as a member of the Board of managers, as set out in their Charter, Section 7.

The annual report of the President of the Board of Trustees, including a financial report, shall be transmitted promptly to the Board of Managers following the close of the fiscal year (January 1).

Section 3. Standing Committees.

Standing committees will include Archives, Buildings & Grounds, Communications, Community Activities & Recreation, Election Board, Finance, Grants & Funding Sources, Library, Nominating, Policy & Procedure, Property Ownership, and Tree Health & Maintenance.

~~Finance, Buildings and Grounds, Community Activities, Communications, Recreation, Property Ownership, Nominating, and the Election Board.~~

The President, with the concurrence of the Board of Managers, may appoint additional committees for special projects.

Section 4. Archive Committee.

The Archive Committee, by the authority of the board and with the approval of the Board of Managers, shall consist of the committee chairperson and/or at least one (1) member of the Association as deemed appropriate by the committee chairperson.

Section 125. Audit Committee.

The Audit Committee, by the authority of the Board and with the approval of the Board of Managers, shall consist of at least one Manager and three (3) members of the Association who are not Managers.

The Audit Committee shall have the power to examine all of the acts of the officers and Board of Managers for the previous year as recorded on the books, records and minutes of the Association and shall recommend to the Board of Managers that all such acts should be ratified, approved and adopted and shall make its annual report in writing of said audit of the accounts of the Association. Such committee shall be unnecessary if the books and accounts are checked and/or audited by an independent Certified Public Accountant

Section 6. Buildings and Grounds Committee

The Buildings and Grounds Committee, by the authority of the Board and with the approval of the Board of Managers, shall consist of the committee chairperson and

at least two (2) Managers plus additional members/non-members from the community as deemed appropriate by the committee chairperson.

The Buildings and Grounds Committee shall superintend the improvements and expenditures for the Campmeeting buildings, roads, walks and walkways; the cleaning, lighting, and maintenance of the grove; the operation, maintenance and extension of the water plant and sewage system; and the removal of garbage and rubbish. For the proper execution of their duties, on the recommendation of the Building and Grounds Committee, the Board of Managers shall employ a Superintendent and assign such duties as may seem proper and may appoint such additional persons for other duties as they may deem necessary.

Section 87. Communications Committee.

The Communications Committee, by the authority of the Board and with the approval of the Board of Managers, shall consist of the committee chairperson and at least two (2) Managers plus members of the Association as deemed appropriate by the committee chairperson.

Section 78. Community Activities & Recreation Committee

The Community Activities Committee, by the authority of the Board and with the approval of the Board of Managers, shall consist of the committee chairperson and at least two (2) Managers plus members/non-members ~~of from~~ the Association community as deemed appropriate by the committee chairperson.

The Community Activities & Recreation Committee shall organize the Association's events for its members, the community and the public.

Section 139. Election Board.

The Election Board, by the authority of the Board and with the approval of the Board of Managers, shall consist of a Manager (who shall act as a judge) and two (2) members of the Association (who shall act as inspectors). No person who is a candidate for office shall act as a judge or inspector.

In case any person appointed as judge or inspector fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the Board of Managers in advance of the convening of the Annual Meeting or at the Annual Meeting by the presiding officer thereof.

The Election Board shall determine the number of members of record and the voting power of each, the members present, receive votes or ballots, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all members.

The Election Board shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical. The decision or acts of the majority of the Election Board shall be effective in all respects as the decision, act or certificate of all of the Election Board.

On request of the presiding officer of the Annual Meeting, or of any member, the Election Board shall make a report in writing of any challenge or question or matter determined by them and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated therein.

Section 4.10 Executive Committee.

The Executive Committee consists of the President, Vice President, Secretary and Treasurer.

Section 511. Finance Committee.

The Finance Committee, by the authority of the Board and with the approval of the Board of Managers, shall consist of the Executive Committee plus one (1) additional Manager.

The Finance Committee shall prepare a budget for the upcoming year and shall from time to time submit supplements to the budget for the current year.

Section 12. Grants & Funding Committee.

The Grants & Funding Committee, by the authority of the board and with the approval of the Board of Managers, shall consist of the committee chairperson and at least one (1) Manager plus members of the Association as deemed appropriate by the committee chairperson.

Section 13. Library Committee.

The Library Committee, by the authority of the board and with the approval of the Board of Managers, shall consist of the committee chairperson and at least one (1) member of the Association plus additional members/non-members from the community as deemed appropriate by the committee chairperson.

Section 14. Nominating Committee.

The Nominating Committee, by the authority of the Board and with the approval of the Board of Managers, shall consist of the committee chairperson and at least three (3) Managers and members of the Association as deemed appropriate by the committee chairperson. No person who is a candidate for office should be permitted to serve on the Nominating Committee.

The Nominating Committee shall meet and put in nomination a slate of candidates who are members of the Association. The Nominating Committee shall notify members of the opening of the nomination prior to the election.

Section 15. Policy & Procedure Committee.

The Policy & Procedure Committee, by the authority of the board and with the approval of the Board of Managers, shall consist of the committee chairperson and at least one (1) Manager plus members of the Association as deemed appropriate by the committee chairperson.

Section 916. Property Ownership Committee.

The Property Ownership Committee, by the authority of the Board and with the approval of the Board of Managers, shall consist of the committee chairperson and at least two (2) Managers plus members of the Association as deemed appropriate by the committee chairperson.

~~**Section 10. Recreation Committee.**~~

~~The Recreation Committee, by the authority of the board and with the approval of the Board of Managers, shall consist of at least two (2) Managers plus members of the Association as deemed appropriate by the committee chairperson.~~

Section 17. Tree Health & Maintenance Committee.

The Tree Health & Maintenance Committee, by the authority of the board and with the approval of the Board of Managers, shall consist of the committee chairperson and at least one (1) Manager plus members of the Association as deemed appropriate by the committee chairperson.

Section 1418. Other Committees.

Subject to Section 1 of this Article, the Board of Managers, may create and appoint additional committees for special or additional projects.

Section 1519. Appointment to Committees.

Tentative committee appointments shall be made by the Board of Managers at its November meeting. The final vote for committee members will be taken in January.

Committee Chairs. The chair of each committee will provide for the rules and procedures for each committee. However, if the chairperson does not fix rules and procedures for any committee, then the President may do so.

Resignation of Committee Members. Any member of any committee may resign at any time from his or her appointment upon written notice to the Association. The resignation shall be effective upon its receipt by the Association or at a later time as may be specified in the notice of resignation

Article VIII: Books & Records

The Association shall keep an original or duplicate record of the proceedings of the Board of Managers either at its Registered Office or at its principal place of business and the original or a copy of its By-Laws, including all amendments

thereto to date, certified by the Secretary of the Association. The Association shall also keep appropriate, complete and accurate books or records of account.

Article IX: Annual Reports

Section 1. Reports by Officers.

The President shall present a report on the Association to the Board at the Annual Meeting of the Board of Managers. The Secretary and Treasurer shall also present annual reports to the Board.

Section 2. Report by Treasurer.

The Treasurer, shall report to the Board, in writing, an audit of the books and accounts of the Association performed by an independent Certified Public Accountant or Audit Committee.

Section 3. Filing of Reports.

The Board of Managers shall accept the annual reports and officially may ratify, approve and adopt all of the acts of the Officers and Managers as the same are recorded on the books, records and minutes of the Association. The reports shall be filed with the minutes of the meeting of the Board at which presented and shall include separate data with respect to each trust fund held by or for the Association.

Article X: Indemnification

Section 1. Mandatory Indemnification.

The Association shall indemnify, to the fullest extent now or hereafter permitted by law, each authorized representative (including each former authorized representative) of the Association who was or is made a party to or a witness in (or who is threatened to be made a party to or a witness in) any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an authorized representative of the Association against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

Section 2. Mandatory Advancement of Expenses.

The Association shall pay expenses (including attorneys' fees and disbursements) incurred by an authorized representative of the Association in defending or appearing as a witness in any civil or criminal action, suit or proceeding described in Section 1 of this Article, in advance of the final disposition of such action, suit or proceeding. The expenses incurred by such authorized representative shall be paid

by the Association in advance of the final disposition of such action, suit or proceeding only upon receipt of an undertaking by or on behalf of such authorized representative to repay all amounts advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Association.

Section 3. Permissive Indemnification and Advancement of Expenses.

The Association may, as determined by the Board of Managers from time to time and in addition to any indemnity provided under these By-Laws or otherwise, indemnify to the fullest extent now or hereafter permitted by law any person who was or is a party to or a witness in or is threatened to be made a party to or a witness in, or is otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an authorized representative of the Association, against all expenses (including attorney's fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding. The Association may, as determined by the Board of Managers from time to time, pay expenses incurred by any such person by reason of such person's participation in an action, suit or proceeding referred to in this section in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Association.

Section 4. Scope of Indemnification.

Indemnification under this Article is provided pursuant to Section 8365 of the Pennsylvania Directors' Liability Act (or any successor provision or statute) and the Nonprofit Corporation Law, and this Article is intended to provide indemnification in accordance therewith whether the Association would have the power to so indemnify under any other provisions of other law and whether the indemnified liability arises or arose from any threatened pending or completed action by or in the right of the Association. It is intended that the Association shall indemnify each authorized representative to the maximum extent permitted by law. Consistent with such intent, this Article shall be interpreted as creating an irrevocable contractual obligation of the Association, which shall be for the benefit of each authorized representative, to indemnify each authorized representative to the maximum extent permitted by law. Indemnification under this Article shall not be made by the Association in any case where indemnification for the alleged act or failure to act giving rise to the claim for indemnification is expressly prohibited by the

Pennsylvania Directors' Liability Act or any successor statute in effect at the time of such alleged action or failure to take action.

Section 5. Insurance: Funding to Meet Indemnification Obligations.

The Association shall have the power to purchase and maintain insurance on behalf of any authorized representative of the Association against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability. The Board of Managers shall have the power to borrow money on behalf of the Association, including the power to pledge the assets of the Association, from time to time to discharge the Association's obligations with respect to indemnification, the advancement and reimbursement of expenses and the purchase and maintenance of insurance on behalf of each authorized representative.

Section 6. Miscellaneous.

Each authorized representative of the Association shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Article. The rights of indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any agreement, vote of disinterested Trustees, statute or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Association and shall inure to the benefit of the heirs, executors and administrators of such person. Any repeal or modification of this Article by the Board of Managers of the Association shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article.

Section 7. Definition of Authorized Representatives.

For the purposes of this Article, the term "authorized representative" shall mean a Manager, officer, employee or agent of the Association or of any subsidiary of the Association or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Association or by any subsidiary of the Association or a person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Association.

Article XI: Miscellaneous Provisions

Section 1. Fiscal Year.

The fiscal year of the Association shall begin on the first day of January each year.

Section 2. Finances.

The income from all sources shall be in the hands of the Board of Managers to be used in meeting expenses, making improvements, and creating a surplus for the benefit of the Association.

Section 3. Transaction of Business.

Subject to the other provisions of these By-Laws, whenever the lawful activities of the Association involve, among other things, the charging of fees or prices for its services or products, it shall have the right to receive such income and, in so doing, may, subject to the Charter of this Association, make an incidental profit. All such excess income shall be applied to the maintenance and operation of the lawful activities of the Association including payment for capital projects and in no event shall be divided or distributed in any manner whatsoever among the Managers or Officers of the Association.

Section 4. Checks.

All checks or demands for money, notes and other documents of the Association shall be signed by such officer or officers as the Board of Managers may from time to time designate.

Section 5. Advisors.

The Board of Managers shall be authorized to hire and pay for the services of such advisors and other persons, including, without limitation, accountants, lawyers, investment advisors, architects, contractors and fund-raising experts as the Board shall deem necessary or appropriate in order to carry out the purposes of the Association.

Section 6. Campmeeting Employees.

Due to the limited number and close working relationships, no employee of the MGCA should be a voting member of the board unless approved by the Board of Managers.

Section 7. Sundays.

In accordance with the Charter's objects, the history and tradition of the Association, Sunday shall be strictly observed: commercialization and solicitation shall be strictly prohibited except for Board of Managers approved activities, and quiet shall be maintained in consideration of the conduct of public worship and the close proximity of cottage units.

Section 8. Conduct.

For the purpose of maintaining the highest character, desirability, safety and sanctity of these grounds, all federal, state and local ordinances pertaining to the use of alcoholic beverages and other illegal drugs and illegal and immoral conduct shall be strictly enforced.

Article XII: The Lot Holders.

Section 1. Building Permits.

No owners of lots shall be permitted to erect or make major renovations of buildings without first securing a permit from the Board.

Section 2. Use of Property.

Dwellings within the Campmeeting Grounds shall be used for private residences only, provided, however, that the Board of Managers, by a majority vote, may make certain exceptions.

Section 3. Renters or Occupants.

Owners of property shall be held responsible for the maintenance and enforcement of all rules and regulations of the Association on the part of the occupant of the same.

Section 4. Orientation of Ownership

All new owners of property shall be interviewed by a committee of the Board of Managers, and all transfers of lots shall be recorded in the Association's records by the Secretary of the Board of Managers.

Article XIII: Amendment of By-Laws

These By-Laws may be amended by the Board of Managers, after ~~two~~ readings at two regular business meetings with opportunity for public comment after each reading, and a vote at the 3rd meeting requiring, by a two-thirds (2/3) vote of the Board of Managers. A 2/3 vote by the Board of Managers is required for approval of the amendment.

Amended by the Board of Managers, ~~August 2013~~ December 2022.

~~Bruce Gettle~~ Pat Wilmsen, President

~~Nancy Rogers~~ Tammy Travitz, Secretary

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