

# **MOUNT GRETNA CAMPMEETING ASSOCIATION**

## **Charter & Bylaws**

**Revised: June 2024**

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# Charter of the Mount Gretna Campmeeting Association, Inc.

## Section 1.

The corporate name of the Association is the “Mt. Gretna Campmeeting Association, Incorporated.”

## Section 2.

The business of said Association is to be transacted at Mt. Gretna, in the Township of West Cornwall, County of Lebanon, Commonwealth of Pennsylvania. The registered office of the Association is Second and Otterbein Streets, P.O. Box 428, Mt. Gretna, Pennsylvania, 17064 until changed by an appropriate amendment to this Charter.

## Section 3.

This Association shall have 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, including (but not limited to) the providing and maintaining of a proper, desirable and permanent residential community.

The history and tradition of the Association also includes the provision and maintenance of a proper, convenient, desirable and permanent Campmeeting ground 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*.

This Association is not owned or operated by *The United Methodist Church*, nor is it an agency thereof. Public relations instruments use the name “United Methodist” and the symbols and logos of *The United Methodist Church* in recognition that this Association was initially sponsored by, and is historically related to, the Eastern Pennsylvania Conference and that the programs of this Association are affiliated with programs of that Conference, of *The United Methodist Church*. The Association will not indicate in any way, either active or passive, that it is an agency of the Eastern Pennsylvania Conference of *The United Methodist Church*.

In furtherance of these purposes, the Association may receive and administer gifts, bequests or legacies in accordance with the terms of the gift or bequest; reserving the right of the Board of Managers to reject any such gift or bequest.

**Section 4.**

It is expected that the Association shall exist perpetually.

**Section 5.**

The members of the Association shall be those persons as designated by the Bylaws of the Association.

**Section 6.**

It shall and may be lawful for said Association to purchase land, hold real estate or personal estate in fee simple or otherwise as it may deem necessary, proper and desirable for the objects and purposes of said Association, and the same or any part to dispose of in parcels or otherwise, or in fee simple or otherwise, on such terms, conditions and restrictions as may be deemed proper, not repugnant, however, to the laws of this Commonwealth.

**Section 7.**

The governing body of the Association shall be a Board of Managers.

The terms, qualifications and number of the Board of Managers are specified, from time to time, by the By-laws. Terms, qualifications and number may be changed, increased or decreased, from time to time, by the manner provided in the By-laws. At no time shall the Board of Managers consist of less than five (5) persons.

**Section 8.**

The By-Laws of the Association may be amended by methods provided in the By-Laws, subordinate, however, to this Charter, the Constitution and Laws of this Commonwealth, and the Constitution of the United States.

**Section 9.**

In keeping with the history and tradition of the Association, the Board of Managers reserves the right to conduct religious conferences and programs on these grounds at appropriate times.

**Section 10.**

It shall be lawful for the Association to construct and provide all necessary works to supply the premises with water and artificial light and to provide all other conveniences and make all other improvements which may be deemed necessary or desirable, provided that the same be furnished and provided at cost and without profit or pecuniary advantage to the said Association.

**Section 11.**

The Association is formed on a non-stock basis. It 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.

**Section 12.**

This charter may be amended by the Board of Managers, after three readings at regular business meetings, by a two-thirds (2/3) vote of the Board of Managers.

**Section 139.**

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 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.

Adopted by the Board of Managers, \_\_ 2024.

1st Reading Draft 3/19/24

# **Bylaws 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 and desirable and permanent Campmeeting Grounds for the purpose of supporting and conducting primarily the worship of God in gatherings or assemblages at convenient and stated times in accordance with the discipline and beliefs 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 religious services, as well as unique and sometimes art and cultural programs, on these grounds at appropriate times.

## **Section 4. Diversity, Equity, and Inclusion.**

The Association is committed to a diverse, inclusive and equitable environment where all Board Members, Community Members and staff feel respected and valued regardless of gender, age, race, ethnicity, national origin, sexual orientation or identity, disability, education or any other legally protected status.

The Association is committed to being nondiscriminatory and providing equal opportunities for employment, volunteering and advancement in all areas of our community. We respect the value that diverse life experiences bring to the Board of Managers and community, and we should strive to listen to those views and give them value.

The Association is committed to modeling diversity, equity and inclusion, and maintaining fair and equal treatment for all.

## **Section 5. 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 6. 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 7. 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 1986 (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. Members & Membership Criteria.**

The Membership of the Association shall be designated according to the following criteria:

- a. Voting Members – All cottage owners will be asked to designate one owner to serve as a “Voting Member” to represent that cottage for voting purposes at Membership Meetings and who can run for the Board of Managers. Designation will be done annually as part of the assessment mailing. Each cottage may only have one Voting Member, no matter the number of deeded owners or the legal designation of a deeded owner. In the case of a challenge to an individual’s qualification as a Voting Member made by any Member, the deeded owners of the subject cottage shall provide a notarized writing as to their ownership of that cottage.
- b. Members -- The “Members” of the Association shall be any person or entity that owns a cottage within the Campmeeting Grounds, as well as any person whose primary residence is located within the Campmeeting Grounds. For purposes of this designation, “primary residence” shall be defined as the residence of any person living in a cottage for 185 or more days per year and/or who designates the cottage address as a primary residence for legal purposes.

## **Section 2. Membership Termination.**

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.

An individual's or entity's designation as a Member or Voting Member shall end when he or she no longer meets the qualifications in Article V, Section 1 above.

## **Section 3. Duties of Membership.**

Every resident 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. Members shall comply with these Bylaws 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. Voting Members of the Association shall have the right to vote and hold office.
- c. Voting 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 Voting Membership of the Association shall be automatically expanded or reduced, from time to time, to the extent the number of cottages within the Campmeeting Grounds is expanded or reduced.

## **Section 5. Annual Membership Meeting.**

The Annual Meeting of Members shall be held the third Saturday of October 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 required by the Pennsylvania Non-Profit Law 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 any 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 57 of the Nonprofit Corporation Law.

## **Section 9. Quorum of the Voting Membership and Transaction of Business.**

A Membership Meeting duly called shall not be organized for the transaction of business unless a quorum is present. A quorum is made up of twenty percent (20%) of the Voting Members as defined by Article V, Section 1. The affirmative vote of a simple majority of the Voting Members present and voting at a Membership Meeting shall be sufficient to enact any measure properly under consideration at such meeting. A Voting Member participating in a meeting via electronic means by which they can at a minimum hear and be heard by the other Voting Members physically present at the Membership Meeting shall constitute that person's attendance for purposes of a quorum and the enactment of measures put before the Voting Members. The Voting Members present at a duly organized meeting, both Annual and Special, can continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum.

## **Section 10. Adjourned Meetings.**

If an Annual or Special Meeting cannot be conducted because a quorum has not attended, the Executive Committee of the Board of Managers in consultation with the Board of Managers may select a new meeting time and adjourn the meeting. Those Voting 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 Bylaws, shall nevertheless constitute a quorum for the purpose of electing Board Members.

## **Section 11. Voting Rights of Members.**

Voting Members, as defined by Article V, Section 1, within the Campmeeting Grounds are entitled to one (1) vote, per cottage.

## **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 “Board Member” ).

### **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 and desirable and permanent residential community.
- b. The Board of Managers shall have the power to assess all properties and lots owned in the Campmeeting Grounds and shall levy assessments on this basis from time to time as may be required for such collective purposes as maintaining and cleaning the grove; lighting the grove; building and repairing of roads, walks and walkways, and other improvements to the grounds; 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 other purposes as the needs and requirements of the Association and its grounds require.

### **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 obtaining authorization by a resolution passed at a meeting of the Association Voting Members.

### **Section 4. Number, Qualification and Term of Managers.**

- a. The Board of Managers shall consist of eleven (11) persons. The number of Board Members may be changed, increased or decreased, from time to time by amendment to these Bylaws by action of the Board of Managers. However, at no time shall the Board of Managers consist of less than five (5) persons.
- b. Each Board Member shall be a Voting Member of the Association and one (1) Board Member shall be a representative of the Tabernacle Association who is appointed by the Board of Trustees of the Mt. Gretna Tabernacle Association.

- c. Each Board Member is elected or appointed for a three (3) year term, except where filling an unexpired term.
- d. Board Members 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) Board Members that expires in 2009 and every three (3) years thereafter;
  - (2) A term for three (3) Board Members that expires in 2010 and every three (3) years thereafter; and
  - (3) A term for three (3) Board Members that expires in 2011 and every three (3) years thereafter.
  - (4) The 11<sup>th</sup> member of the Board of Managers is appointed annually by the Board of Trustees of the Mt. Gretna Tabernacle Association.

#### **Section 5. Election of Managers.**

- a. The Board Members will be elected by the Voting Members of the Association according to established policy.
- b. The Nominating Committee shall notify Voting Members of the opening of the nomination of Voting Members for election to the Board of Managers by July 15. Nominees must reply in writing by September 1 to the Campmeeting office their desire to serve on the Board of Managers. Copies will be made and given to each Nominating Committee member; the original shall be kept on file at the Campmeeting Office.
- c.
- d. The election of the Board of Managers shall be held by mail-in ballot and election results announced at the Annual Meeting of the Membership, and voting shall be by ballot unless nominees are unopposed and voting can be by acclamation.
- e. 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.
- f. The results of the election shall be announced at the Annual Meeting and barring no unforeseen circumstances, sent electronically to Voting Members no later than 24 hours after the election.
- g. Each elected Board Member 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 Board Member's successor has been selected and qualified, or until the Board Member's death, resignation or removal. To begin

the transition, Board Members- Elect may participate in certain Board of Managers' activities and a formal Board of Managers-designated orientation until they take office.

#### **Section 6. Vacancies in Board of Managers.**

The Board of Managers shall determine the method used to fill a vacancy in the Board of Managers created by a resignation or other circumstance. A vacancy will be filled by a Board of Managers simple majority vote of the quorum present at a Regular or Special Meeting of such Board of Managers. Any Board Member so elected shall serve for the unexpired term of the Board Member for whom the vacancy is filled. 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 of Managers shall be thereby reduced until the next regular election for that seat.

#### **Section 7. Annual Meeting of the Board of Managers.**

To meet the requirements of the Pennsylvania Non-Profit Law, the Board of Managers will designate their Annual Meeting as the 3<sup>rd</sup> Saturday of October.

#### **Section 8. Regular Meetings of the Board of Managers.**

Regular meetings of the Board of Managers must be held at least quarterly at such dates and times as the Board of Managers shall determine from time to time.

#### **Section 9. Special Meetings of the Board of Managers.**

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) Board 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 of Managers Meetings.**

The Annual Board Meeting and 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 of Managers 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 Bylaws, neither the business to be transacted at nor the purpose of any Annual, Regular or Special Meeting of the Board of Managers need be specified in the notice of the meeting.

## **Section 12. Quorum of the Board of Managers.**

A quorum of the Board of Managers for the transaction of business shall be a simple majority of the Board Members then in office, and a majority of Board Members present and voting at a meeting at which a quorum is present shall be sufficient to pass any act of the Board of Managers, except where a different vote is required by law or the Charter or these Bylaws. A Board Member participating in a meeting via electronic means by which they can at a minimum hear and be heard by the other Board Members physically present at the meeting shall constitute that Board Member's attendance for purposes of a quorum and the enactment of measures put before the Board of Managers.

## **Section 13. Voting Rights of Board Members.**

Each Board Member shall be entitled to one (1) vote.

## **Section 14. Notation of Dissent by Board Members.**

A Board Member who is present at any meeting of the Board of Managers at which action on any Association matter is taken on which the Board Member is 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 within 24 hours of the adjournment of the meeting. The right to dissent shall not apply to a Board Member who voted in favor of the action. Nothing in this section shall bar a Board Member from asserting that minutes of the meeting incorrectly omitted their dissent if within 24 hours of receipt of a copy of such minutes, they notify 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 in writing setting forth the action so taken shall be agreed upon via written affirmation by all of the Board Members in office. The consent or consents shall be filed with the Secretary of the Association.

## **Section 16. Compensation of Board Members.**

Board Members shall receive no compensation for their services as Board Members, although they may receive reimbursement for reasonable out-of-pocket expenses incurred relative to the business of the Association when proper documentation is supplied.



### **Section 17. Liability of Board Members.**

- a. No person who is or was a Board Member of this Association shall be personally liable for monetary damages for any action taken, or any failure to take any action, as a Board Member unless:
  - (1) The Board Member has breached or failed to perform the duties of his office pursuant to the standard of care as set forth in Section 5712 of the Pennsylvania Nonprofit Corporation Law (15 Pa.C.S. § 5712); and
  - (2) The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.
- b. This provision of the Bylaws shall not apply to:
  - (1) The responsibility or liability of a Board Member pursuant to any criminal statute; or
  - (2) The liability of a Board Member 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 Board Members, then the liability of a Board Member, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Pennsylvania law.

### **Section 19. Resignation of Board Members.**

Any Board Member may resign at any time from their office as a member 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 Board Managers.**

- a. The Voting Members of the Association are not entitled to vote on the removal of any individual member 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 Association, 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 Board Members notifying them that the removal of such Board Member will be discussed and possibly acted upon at such meeting. Fractions shall be rounded down to the nearest whole number.
- c. Any individual Board Member 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 provisions of these Bylaws and the Pennsylvania Nonprofit Corporation Law, 15 Pa.C.S.A. § 5101 *et seq.*, shall govern the organization and conduct of all meetings of the Board of Managers. The Board of Managers may follow the procedural guidance of the latest edition of *Robert's Rules of Order*.

## **Article VII: Officers**

### **Section 1. Association Officers.**

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

### **Section 2. Election, Terms of Office.**

- a. The Officers for the Association shall be elected by the Board of Managers.
- b. Each Officer shall be a Voting Member on the Board of Managers.
- c. Officers for the coming year shall be elected by the Board of Managers at its 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 until the next annual meeting or (unless the officer is removed or resigns) until their successor shall be elected.
- f. Officers shall have such authority and shall perform such duties as are provided by the Bylaws and as shall from time to time be prescribed by the Board of Managers.

### **Section 3. 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 4. 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 of Managers are carried into effect, subject, however, to the right of the Board of Managers 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 serve as chief point of contact with the Association's legal counsel.

#### **Section 5. 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 6. Duties of Secretary.**

- a. The Secretary shall attend all sessions of the Board of Managers. The Secretary or an employee under their direction shall act as clerk of the Board of Managers; shall keep a record of the proceedings of the membership and the Board of Managers; shall record all the votes of the Membership and the Board of Managers and the minutes of all their transactions; shall perform like duties for all committees of the Board of Managers, 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 of Managers; shall perform such other duties as may be prescribed by the Board of Managers or the President; shall keep in safe custody the corporate seal of the Association and, when authorized by the Board of Managers, 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 preside at all meetings of the membership and/or the Board of Managers when the President and Vice President are not present.

#### **Section 7. 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 of Managers, taking proper vouchers and receipts for such disbursements; and shall render to the President and the Board of Managers at the regular meetings of the Board of Managers, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Association. The Treasurer shall give bond with security, if required.

- b. 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 8. Duties of Officer at Large.**

- a. The Board of Managers shall appoint from the Board of Managers an Officer-at-Large no later than the February Board of Managers meeting.
- b. The Officer-at-Large will serve on the Executive Committee to provide additional leadership in accomplishing the mission of the Board of Managers.
- c. The Officer-at-Large will serve as Assistant Secretary in the absence of incapacity of the Secretary who shall perform all duties of the Secretary.
- d. The Officer-at-Large's duties and responsibilities are not fixed but instead vary according to the needs of the Association and as directed by the President.

#### **Section 9. 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 10. Resignation of Officers.**

Any Officer 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 11. Removal of Officers.**

Any Officer of the Association may be removed by the Board of Managers whenever, in the Board of Manager's judgment, the best interests of the Association will be served thereby. Reasons for removal must be added to the minutes in writing and signed by any objecting Board Members.

## **Article VIII: Committees of the Board of Managers**

### **Section 1. Use of Committees.**

The Board of Managers may establish one or more committees to make recommendations to the Board of Managers on various matters. The Board of Managers retains authority to make any final decision and has sole authority in the expenditure of money. A committee may consist of one or more Board Members of the Association. Committees may also consist of other Members of the Association who are not Board Members. Committee Chairs must be Voting Members of the Association. 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 Bylaws; (c) the amendment or repeal of any resolution of the Board; (d) action on matters committed by the Bylaws or by resolution of the Board to another committee of the Board of Managers; (e) the incurring of expenses beyond the authorization of the Board either via the budget or special vote.

The Board of Managers has the discretion to open committee membership to non-Association Member volunteers who hold expertise or experience in specific committee work in the following committees: Buildings & Grounds, Communications, Community Activities & Recreation, Grants & Funding, Library, and Tree Health & Maintenance. Non-Association committee members may offer experience-based opinions and advice in meetings and may recommend other professionals or organizations where the committee can seek advice. However, they may not serve as a public spokesperson of the committee. Committee responsibilities will be specified in the Policies & Procedures of the Association and reviewed annually by the Chair.

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

The Mt. Gretna Tabernacle Association, although a separately chartered 501(c)3 organization with its own operational Bylaws, functions as a Committee of the Board of Managers 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.

### **Section 3. Standing Committees.**

Standing committees will include Archive, Buildings and Grounds, Communications, Community Activities & Recreation, Election Board, Finance, Grants & Funding, Library, Nominating, Policy & Procedure, Property Ownership, and Tree Health & Maintenance. 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 of Managers and with the approval of the Board of Managers, shall consist of the committee chair and at least one (1) other Association Member as deemed appropriate by the committee chair.

### **Section 5. Audit Committee.**

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

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 in the books, records and minutes of the Association and shall recommend to the Board of Managers whether 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 financial records and accounts are reviewed 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 of Managers and with the approval of the Board of Managers, shall consist of the committee chair and at least two (2) Board Members plus additional Members of the Association and Non-Association Members from the community as deemed appropriate by the committee chair.

The Buildings and Grounds Committee shall superintend the improvements and expenditures for the Campmeeting Grounds buildings, roads, trails 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 employ such additional persons for other duties as they may deem necessary.

**Section 7. Communications Committee.**

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

**Section 7. Community Activities & Recreation Committee**

The Community Activities & Recreation Committee, by the authority of the Board of Managers and with the approval of the Board of Managers, shall consist of the committee chair and at least two (2) Board Members plus additional Members and Non-Association Members as deemed appropriate by the committee chair. The Community Activities & Recreation Committee shall organize the Association's events for its Members, the community and the general public.

**Section 9. Election Board.**

The Election Board, formed by the authority of the Board of Managers when needed, shall consist of a Board Member (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 Voting Members, 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 10. Executive Committee.**

The Executive Committee consists of the President, Vice President, Secretary, Treasurer and Officer-at-Large.

**Section 11. Finance Committee.**

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

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 of Managers and with the approval of the Board of Managers, shall consist of the committee chair and at least one (1) Board Member plus additional Members and Non-Members of the Association as deemed appropriate by the committee chair.

**Section 13. Library Committee.**

The Library Committee, by the authority of the Board of Managers and with the approval of the Board of Managers, shall consist of the committee chair and at least one (1) Member of the Association plus additional Members and Non-Association Members as deemed appropriate by the committee chair.

**Section 14. Nominating Committee.**

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

**Section 15. Policy & Procedure Committee.**

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



### **Section 16. Property Ownership Committee.**

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

### **Section 17. Tree Health & Maintenance Committee.**

The Tree Health & Maintenance Committee, by the authority of the Board of Managers and with the approval of the Board of Managers, shall consist of the committee chair and at least one (1) Board Member plus additional Members and Non-Association Members as deemed appropriate by the committee chair.

### **Section 18. 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 19. Appointment to Committees.**

Committee makeup shall be announced by the Board of Managers at its January meeting. Chairs may appoint members to their committees throughout the year and shall notify the Board of Managers of such appointments.

The chair of each committee establishes agendas and is responsible for calling and holding meetings.

**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 IX: 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 Bylaws, 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 X: Annual Financial Review, Annual Reports, Inspection**

### **Section 1. Annual Financial Review.**

The assets held by the Association shall at a minimum be reviewed on an annual basis by an independent Certified Public Accountant to be appointed by the Board of Managers and paid as a part of the expenses of the Association.

## **Section 2. Annual Report of Board of Managers.**

Pursuant to 15 Pa.C.S. § 5554, there shall annually be published in such form as the Board of Managers may direct, a report of its proceedings during the preceding year, which shall state the assets and liabilities of the Association in the preceding fiscal year; the principal changes in assets and liabilities; the revenue and receipts of the Association, both restricted and unrestricted, including separate data for each trust fund held by or for the Association; the expenses or disbursements of the Association, both restricted and unrestricted, including separate data for each trust fund held by or for the Association; and the number of Members of the Association, including their names and addresses and whether there has been any increase or decrease. This annual report shall be filed with the minutes of the meetings of the members.

## **Section 3. Annual Report to be Filed with State.**

A signed, annual report shall also be filed with the Pennsylvania Department of State in the form provided by that Department pursuant to 15 Pa.C. S. § 146.

## **Section 4. Inspection of Records.**

Any Officer, Board Member or Member of the Association shall have, at all reasonable times during business hours, the right to inspect the books, vouchers and records of the Association in anyway pertaining to the assets of the Association and their management.

# **Article XI: 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 (upon prior approval of the Association) actually and

reasonably incurred by such person in connection with such action, suit or proceeding. This right of indemnification applies to both actions by third parties and actions by or in the right of the Association. The term “Authorized Representative” is defined in Section 7 of this Article.

## **Section 2. 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. Scope of Indemnification.**

Indemnification under this Article is provided pursuant to Subchapter D of the Pennsylvania Nonprofit Corporation Law, 15 Pa.C.S. §§ 5741-5750 (or any successor provision or statute), and this Article is intended to provide indemnification in accordance therewith. 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 Nonprofit Corporation Law or any successor statute in effect at the time of such alleged action or failure to take action.

## **Section 4. 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, 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 that the right to indemnification continues to apply to such person's actions taken while they were 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 Board Member, officer or employee of the Association or any committee member acting within the scope of their committee duties.

**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 held 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 Bylaws, 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. 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 Board Members 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 of Managers shall deem necessary or appropriate in order to carry out the purposes of the Association.

### **Section 6. Campmeeting Employees.**

Due to their limited number and close working relationships, no employee of the Association should be a Voting Member of the Board of Managers 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.

### **Section 9. Electronic Meetings.**

The use of the word "place" when referring to where a meeting is to be held, includes specification that the meeting will occur entirely online (virtually) by telephony (conference call) or videoconferencing; entirely in-person at an actual physical place; or some combination of online and in-person (often referred to as a "hybrid" meeting). If part of the meeting is to be held electronically on one or more specific electronic platform(s), notice of the meeting shall specify which platform(s) the electronic portion of the meeting is to be held. The Board of Managers should use best efforts to make any meeting that is open to all Members of the Association, open to them via electronic means such as telephony or videoconferencing, by which they can at a minimum hear and be heard by the other Members attending the meeting.

## **Article XIII: 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 of Managers.

### **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 must obtain a permit to rent their property pursuant to the Association's Home Rental Policy and must comply with any local laws regarding rentals. 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 provided orientation 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 XIV: Amendment of Bylaws**

These Bylaws may be amended or repealed, or new, amended or restated Bylaws may be adopted, after two (2) readings at regular business meetings, either

- a) With respect to those matters that are not by statute committed exclusively to the Members of the Association, and regardless of whether the Members of the Association have previously adopted or approved the By-Law being amended or repealed, by a vote of two-thirds (2/3) of the Board of Managers.
- b) With respect to those matters that are by statute committed exclusively to the Members of the Association, by a two-thirds (2/3) vote of the Members of the Association present, including Members of the Association present via telephone or other electronic technology which shall constitute presence in person at the meeting, at any duly-organized annual or special meeting of the Membership of the Association.

Any change in these Bylaws shall take effect when adopted unless otherwise provided in the resolution effecting the change.

Amended by the Board of Managers, \_\_\_\_\_ 2024.

Patricia Wilmsen, President

*Patricia Wilmsen*

Marcielayne Lloyd, Secretary

*Marcielayne Lloyd*

1st Reading Draft 3/19/24