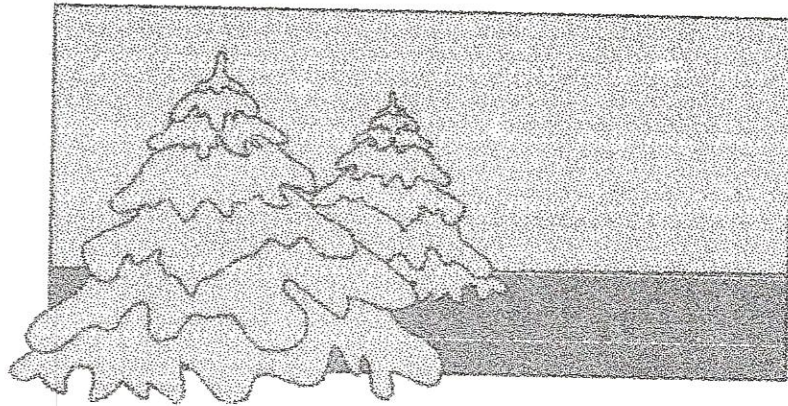


By-Laws  
of the  
Laurel Lane  
Development Association



A Pennsylvania non-profit property owners association  
Incorporated 1983

Including changes approved 5 September 1998  
Revised: October 2005

**BYLAWS of LAUREL LANE DEVELOPMENT ASSOCIATION, INC.**

[ including changes approved 5 September 1998 ]

**ARTICLE I**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to the Laurel Lane Development association, a non-profit corporation organized on a non-stock basis and existing under the laws of the Commonwealth of Pennsylvania

**Section 2.** "The properties" shall mean and refer to the lots in a development of lands in Palmyra and Greene Townships, Pike County, Pennsylvania, known as Laurel Lane Development and more particularly described as follows:

BEGINNING at Pennsylvania Power and Light Company monument number 243; thence along the said power company South 39 degrees 43 minutes 00 seconds East 263.00 feet to a corner; thence along lot number 1 South 42 degrees 51 minutes West 125.00 feet to a corner in the center of Laurel Lane; thence along the centerline of laurel Lane South 39 degrees 43 minutes East 75.00 feet to a corner; thence along the lands of the "Escape". the following three courses and distances; (1) South 42 degrees 52 minutes 00 seconds west 3270.00 feet to a corner, (2) North 53 degrees 04 minutes 14 seconds West 777.54 feet to a corner and (3) South 35 degrees 51 minutes 11 seconds West 1009.92 feet to a corner in the center of Pennsylvania Legislative Route number 51036; thence along the centerline of the said public highway the following two courses and distances: (1) North 69 degrees 32 minutes 44 seconds west 178.88 feet to a corner and (2) North 59 degrees 35 minutes 07 seconds West 282.98 feet to a corner in the line of lands of the Pennsylvania Power and Light Company (Camp Grounds tract); thence along the said "Camp Grounds tract" the following two courses and distances: (1) North 15 degrees 26 minutes 00 seconds West 253.24 feet to a corner and (2) North 07 degrees 55 minutes 00 seconds West 616.78 feet to a corner on the project line of the lands of the Pennsylvania Power and Light Company; thence along the said project line the following seventeen courses and distances: (1) North 48 degrees 28 minutes East 215.71 feet to a corner, 2) North 08 degrees 04 minutes East 541.15 feet to a corner, (3) North 45 degrees 00 minutes East 420.00 feet to a corner, (4) North 82 degrees 03 minutes East 101.00 feet to a corner, (5) South 62 degrees 53 minutes East 369.3 feet to a corner, (6) North 71 degrees 03 minutes East 179.10 feet to a corner (7) North 48 degrees 57 minutes East 411.1 feet to a corner; (8) North 85 degrees 04 minutes east 220.8 feet to a corner, (9) North 52 degrees 23 minutes East 891.30 feet to a corner, (10) North 27 degrees 27 minutes East 173.5 feet to a corner, (11) North 09 degrees 42 minutes West 314.50 feet to a corner, (12) North 38 degrees 31 minutes East 432.00 feet to a corner, (13) North 55 degrees 45 minutes East 561.5 feet to a corner. (14) North 78 degrees 21 minutes East 135.3 feet to a corner, (15) South 15 degrees 25minutes East 660.60 feet to a corner. (16) South 29 degrees 48 minutes East 245.5 feet to a corner and (17) South 03 degrees 49 minutes East 135.3 feet to the point and place of beginning.

BEARINGS of the true meridian as per maps of the Pennsylvania Power and Light Company and containing one hundred fifteen and six-tenths (115.6) acres of land to be the same more or less.

and such additions thereto as may hereafter be brought within the jurisdiction of the Association by the Association's approval by annexation, mergers and consolidations,

**Section 3.** "Common Properties" shall mean and refer to parks, playgrounds beach rights, commons, streets, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties and all amenities owned by the Developer and intended for the use of the property owners.

**Section 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded or unrecorded subdivision map of The Properties with the exception of Common Properties as heretofore defined, Lots combined under one deed and no longer separable shall constitute one lot.



Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure,

Section 6. "Member" shall mean and refer to all of those owners who are members of the association as provided in Article I I, section 1 hereof.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. A person who is a record owner may designate his or her spouse or another person as a member of the Association.

#### Section 2. Voting Rights.

(a) The association shall have one class of voting membership, and shall be all those owners as defined in Section 1 with the exception of the Developer. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1, When more than one person holds such interest or interests in any Lot, all such persons shall be members. and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

(b) Votes may be cast in person or by absentee ballot, only.

(c) An Absentee Balloter is defined as one who is a property owner, of record, thirty (30) days before a general meeting or a special meeting called for a particular purpose and who requests, in writing, at the office of the Association an absentee ballot. Application for an absentee ballot must be made within fifteen (15) days of the date of the notice of the meeting. Such ballot is deemed nullity in the event the property owner is actually present at the said meeting.

Section 3. The rights of membership are subject to the payment of annual and special assessments and fees levied by the association, the obligation of which assessments and fees to be paid is imposed against each owner of the property against which such assessments are made as provided by Restrictions to which The Properties are subject and recorded.

Section 4. The membership rights of any person whose interest in The Properties, is subject to assessments under article II, section 3, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid, but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common properties and facilities. and the personal conduct of any member, or guest of the member, thereon, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations as the board may direct; after following the procedure outlined herein:

(a) The alleged violation of the rules and regulations must be issued to the member, in writing.

(b) The member must respond, in writing, within fourteen (14) days if he wishes to answer the charge.

(c) The Board of Directors shall appoint an Arbitration Committee which shall be comprised of not fewer than three members of the Association to consider violations and render a decision concerning appropriate action.

(d) If the Arbitration Committee's decision is rendered against the member, the member has the right to appeal before the Committee within fourteen (14) days of such notice of suspension.

### ARTICLE III

#### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members Easements of Enjoyment. Subject to the provisions of section 2, every Member shall have a right and easement of enjoyment in and to the Common properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2 Extent of Members Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the association to negotiate with any public agency, authority, utility, individual or entity to purchase or mortgage the common properties or to purchase materials or services dedicated to the easements enjoyed by the membership. Notwithstanding the above, the Association's total annual budget may not be increased by more than fifteen percent (15%) over the prior year unless approved by a majority vote of the membership in attendance at a duly called meeting, for which written notice of thirty (30) days prior to such meeting must be forwarded to property owners and pursuant to Article II, Section 2.

(b) The right of the Board to take such steps as are reasonably necessary to protect the members and/or Association rights in such easements.

(c) The right of the association, as provided in its Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid and for any period as the Board may direct for any infraction of its published rules and regulations; within the procedure defined in Article II, Section 4(a), (b), (c),

### ARTICLE IV

#### PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Properties and facilities.

Section 2. Any Member may delegate his rules of enjoyment in the Common Properties to the members of his family who reside upon The Properties, to his guests who reside upon The Properties, their guests, or to any of his tenants who reside thereon under a leasehold interest. Such Member shall notify the Association office, in writing, of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article II, Section 4, to the same extent as those of the Member.



**ARTICLE V**

**ASSOCIATION PURPOSES AND POWERS**

**Section 1.** The Association has been organized:

- (a) To insure the present and future residential living conditions relating to health, safety, public morals, convenience, comfort and beauty on lots in a development of land in Pike County, Pennsylvania, known as Laurel Lane Development;
- (b) To regulate, inspect, administer, approve structures and plans for the structures and obtain compliance generally with the restrictions and conditions as to the use of said lots and of related facilities, including roads, bridges, rights of way and parking areas;
- (c) To provide for snow removal and such other public services deemed desirable;
- (d) To provide for the administration, maintenance and management of such bodies of water, beach facilities, waterfront, lands, trails, parks, recreation areas, docks, piers, roads, buildings, and facilities in connection therewith as may come into the control and management of the Association for community purposes;
- (e) To regulate and control recreational and related facilities and equipment in furtherance of the general plan of the community;
- (f) To levy or assess special fees and dues for the above and for use of recreational facilities or other projects of the Association where deemed necessary and proper for its purposes
- (g) To engage in such other incidental and related activities so as to carry out the general purposes herein stated.

**ARTICLE VI**

**BOARD OF DIRECTORS**

**Section 1.** Powers. The affairs of the Association shall be governed and administered by the Board of Directors. They shall have full power and it shall be their duty to carry out the purpose of the Association, according to it's articles of incorporation, Bylaws and Rules. In addition to and not in limitation of the powers granted the Board of Directors by law, they shall have these powers.:

- (a) To sue or defend suit in the association name;
- (b) To have a seal which may be altered at pleasure, and to use the same in any proper manner;
- (c) To purchase, take, receive, lease as lessee, take by gift or bequest, or by devise, or otherwise acquire and to own, hold, use and otherwise deal with any real or personal property or any interest therein, situated in or out of this Commonwealth, which may be necessary and proper;
- (d) To borrow money, enter into long term contracts, issue its notes, bond or other evidences of debt, for money or labor done, or money or property actually received, and to secure any of its obligations by mortgage, pledge, security agreement, or deed of trust of any of its property franchises and income, as restricted by Article III, Section 2(a), (b), and (c);

(e) To appoint and remove for cause all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. These Bylaws shall be construed to prohibit the employment of any Director of the association in any capacity whatsoever;

(f) To purchase, take by gift or bequest or otherwise acquire and hold shares bonds, securities or other evidences of debt of any other person or corporation and to exercise all rights and privileges of Such ownership subject to limitations imposed by law, and restrictions imposed by Article III, Section 2(a), (b) and (c);

(g) To determine whether the conduct of any member violates any rules or Bylaws of the Association, and if so, to fix the penalty of such violation;

(h) To approve committees and their duties;

(i) To promulgate rules and regulations for the conduct of the affairs of the Board and of the Association within its purpose;

(j) To fix the time and place of all meetings of the membership and to call special meetings of the members whenever it deems necessary;

(k) To establish, levy and assess, and collect the assessments or charges referred to in Article II, Section 3.

#### Section 2.

(a) The Board of Director. shall consist of at least ten (10) members of the Association as deemed necessary by the board, and will be elected at the annual meeting of the association by receiving the largest number of the votes cast by ballot. by the members present in person or by absentee ballotter.

(b) Election and Terms. The Board of Directors shall be elected at the Labor Day weekend general meeting of the membership. At the first general membership meeting, one-half (1/2) of the Directors will be elected to serve a term of two (2) years, and one-half (1/2) to serve a term of one (1) year. Each year thereafter. one-half (1/2) of the Directors shall be elected to serve for a term of two (2) years. If the number of persons serving on the Board of Directors is uneven, then the extra director shall be elected to serve a term of one (1) year. Every second year thereafter, the extra director shall be elected to serve a term of two (2) years.

(c) In the event that any member of the Board of Directors of this association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

(d) Vacancies on the Board of Directors shall be filled by the Board on a temporary basis until the next membership meeting.

#### Section 3. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the regular meeting of the members or at any special meeting, when such is requested by the signed petition of a majority of members, in good standing.

(b) To fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;



- (c) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;
- (d) To send written notice of each assessment to every owner subject thereto;
- (e) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

## ARTICLE VII

### ELECTION OF DIRECTORS: NOMINATING COMMITTEE: ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot, as hereinafter provided. At such election, the members or absentee balloters may cast, in respect of each vacancy, as many votes as they are entitled to exercise. The members receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section 3. The nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) Association members, each of which must be non directors.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. The Nominating Committee must contact the candidate so as to receive his or her approval to such a nomination before the name is submitted to the membership. This shall be consummated at least thirty (30) days prior to the annual meeting at which time the present Secretary would notify each active member of the slate so proposed at least fourteen (14) days prior to the election. In addition, anyone desiring to become a member of the Board may have his or her name on the ballot, providing:

- (a) that the member wishing to be nominated submit his or her name to the Secretary at least thirty (30) days prior to annual meeting at which elections occur, and
- (b) That the member wishing to be nominated be in good standing.

The ballot will be defined so that those people, in good standing, selected by the nominating committee and approved by the Board, are separate and so identified from those put in by petition.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall:

- (a) Describe the vacancies to be filled.
- (b) Set forth the names of those nominated by the Nominating Committee for such vacancies;

and

Such ballots shall be prepared by the Secretary and at the annual meeting each member present shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes; he shall exercise on any one ballot only one vote for each vacancy shown thereon.

## ARTICLE VIII

### DIRECTORS MEETINGS

Section 1. Meetings of the Board of Directors shall be held at such time and place as previously fixed by the Board of Directors at a previous meeting.

Section 2 The majority of the Board of Directors, duly serving shall constitute a quorum thereof.

## ARTICLE IX

### OFFICERS

Section 1. The officers shall be a President, three (3) Vice presidents, a Secretary, and a Treasurer. All officers shall be members of the Board of Directors. The Board may appoint, at its discretion, an Assistant Secretary and / or an Assistant Treasurer.

Section 2. The officers shall be chosen by majority vote of the Directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall be the chief executive officer; he shall preside at all meetings of the members and directors; he shall have general and active management of the business; he shall see that all orders and resolutions of the Board of Directors are carried out; he shall execute all bonds, mortgages, and all contracts - subject to approval of the Board of Directors - within the limitations of Article III, Section 2(a), (b) and (c), affixing the corporate seal thereto; he shall have general superintendence and direction of all other officers and see that their duties are properly performed; he shall submit a report of the operations of the Association for the fiscal year to the Board of Directors and members at their annual meeting, and from time to time shall report to the Board of Directors all matters within his knowledge that may effect this Association; he shall be ex officio a member of all committees and shall have the powers and duties and management usually vested in the office of president in a corporation; he shall appoint all committees, except as herein otherwise provided.

Section 5. The Vice President designated by the Board of Directors shall perform the duties of the President in his absence.

Section 6. The Secretary shall be ex officio the Secretary of the Board of Directors, and shall attend all sessions of the Board of Directors and all meetings of members, and act as a clerk thereof and shall record all votes and minutes of all proceedings in a book to be kept for that purpose; shall, when required, perform a like service for all standing committees; shall send notice of all meetings to the members of the Board of Directors; and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be, and he shall be the custodian of the corporate seal and all of the books and records of this association, except as may be otherwise provided.

Section 7. The Treasurer, or his designee, under the direction of the Board of Directors, shall have charge of the funds of this association and shall deposit the same in the name of this association in depositories designated by the Board of Directors; he shall pay all the vouchers or orders properly attested by the Board member responsible for the area for which the expenditure was incurred or by the President who shall have the authority to approve all expenditures; and shall make a complete and accurate report of the finances of the Association at each annual meeting of the members, or at any other time upon request, to the Board of Directors. Checking may be done via the internet with access granted to the Treasurer, President and/or other designated board member in order to check the activities of the account. All those authorized to check the account via the internet shall be bonded. The Treasurer



shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

#### **Amendment to the Bylaws as of September 5, 1992**

An audit of the Association books will be done at the end of every fiscal year by a committee of members of Laurel Lane Development Association, each of whom must be a non-director. The committee will be nominated from the floor at the annual general meeting, and if not so nominated and appointed at that meeting, will be selected by the Board of Directors..

### **ARTICLE X**

#### **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall indemnify every Director and officer, his heirs, executors, and administrators against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit, or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matter covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost, and expenses incurred or suffered by the Association by reason or ensuing out of or in connection with the foregoing indemnification provisions, shall be treated by the Association as common expenses. Provided, however, that nothing in this Section contained shall be deemed to obligate the Association to indemnify any Member or Owner of a property, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as a Member or Owner of a property.

### **ARTICLE XI**

#### **COMMITTEES**

Section 1: The Standing Committee of the Association shall be:

- (a) The Nominating Committee.
- (b) The Public Works Committee for Roads.
- (c) The Public Works Committee for Water.
- (d) The Dock Committee.

Unless otherwise provided herein, each committee shall consist of a chairman and two or more members, and shall include a member of the Board of Directors for board contact. The Board of Directors may appoint such other committees as it deems desirable, which are not in conflict with the President's designated duties as outlined herein.

Section 2. With the exception of the Nominating Committee, each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 3. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions; duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director, or officer of the Association as is further concerned with the matter presented.

## ARTICLE XII

### MEETING OF MEMBERS

Section 1. One (1) regular meeting of the members shall be held each year at 10:00 AM on the Saturday of Labor Day Weekend at a place designated by the Board of Directors. Order of business must contain the following:

- (a) Minutes of the previous meeting.
- (b) Reports of the Officers and Board.
- (c) Amendments to the Constitution and Bylaws.
- (d) Old business.
- (e) New business.
- (f) Election of Board of Directors.

Section 2. Special meetings of the members, for any purpose, may be called at any time by the President or Vice President, acting in the absence of the President, with the previously agreed upon consent of the majority of the Board.

Notice of any special meetings shall be given to the members by the Recording Secretary, at least fifteen (15) days in advance of the meeting, and shall set forth, in general, the nature of the business to be transacted.

Section 3. The presence at the meeting of members entitled to cast, or absentee ballots entitled to cast, twenty-five (25%) percent of the eligible votes of the membership shall constitute a quorum for any action governed by these Bylaws. Any action taken then shall be binding upon all the members.

## ARTICLE XIII

### AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the members by a majority of those voting in person, or by absentee ballot, provided, however, that the proposed change in the Bylaws be contained in the notice of the meeting and provided the said change does not pertain to the covenants and restrictions applicable to tile Properties, which may only be amended as provided in such covenants and restrictions.



## ARTICLE XIV

### ASSESSMENTS

Section 1. Each owner of any lot agrees to pay to the association:

(a) Annual assessments;

(b) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon, attorney fees and other costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. In addition to the annual assessments authorized, the Association may levy in any assessment year a special assessment, Association may applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of Members who are voting in person or by absentee ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 3. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement, The due date of any special assessment, Section 2 hereof, shall be fixed in the resolution authorizing such assessment.

Section 4. The following property shall be exempted from the assessments, charge and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Properties;

(c) All properties exempted from taxation by the laws of the Commonwealth of Pennsylvania upon the terms and to the extent of such legal exemption.

## ARTICLE XV

### MISCELLANEOUS

Section 1. A member may not be privileged to resign or transfer his membership, so long as he continues to own or control in the properties.

Section 2. Transactions engaged upon between the Association, its officers and members of its Board of Directors, as individuals or as representatives of other corporations, shall be valid and binding in the absence of fraud.

Section 3. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

AMENDMENTS TO THE BY-LAWS

September 1, 1986

**BURNING**

Burning allowed only in containers. All fires are to be manned and controlled whenever burning takes place.

**FIREARMS**

Shooting of firearms in Laurel Lane Development is prohibited.  
August 7, 1987

**ATV'S AND ALL UNLICENSED VEHICLES**

Snowmobiles, ATV's, and similar vehicles are prohibited without the appropriate state registration and liability insurance coverage. Golf carts are exempted from the registration and insurance requirements.