

Penn Estates Property Owners Association Rules and Regulations

PEPOA Mission Statement

The mission of the Penn Estates Property Owners Association is to represent the needs of all members in managing and guiding the community in compliance with the Pennsylvania Non-Profit Corporation Law, the Planned Uniform Community Act, the Penn Estates Declaration of Protective Covenants and Restrictions, the Penn Estates Property Owners Association, Inc. Bylaws, and the Penn Estates Strategic Plan.

PEPOA Vision Statement

The vision of the Penn Estates Property Owners Association is for Penn Estates to be one of the best communities in the Poconos, as demonstrated by:

- Good stewardship of our environment and resources
- Strong sense of community and pride of ownership
- Secure and safe neighborhoods
- Financial stability, with adequate reserves and moderate dues
- Amenities, services, and activities that meet the community's needs
- Attractive and well-maintained facilities, grounds and roads
- Continuous improvement in all we do

PEPOA Values

- Living in harmony with nature
- Commitment to excellence
- Integrity and ethical standards
- Respect for rights and opinions in appreciation of differences
- Fair and equitable processes
- Courtesy of all actions
- Loyalty, dedication and team orientation

Amended 11.05.21

PREFACE

This booklet contains the Rules and Regulations of the Penn Estates Property Owners Association, a Pennsylvania Not-For-Profit Corporation. The rules of the community represent a common-sense approach to management, intended to ensure the safe and enjoyable use of the facilities and amenities in the community for the benefit of the entire membership, their visitors, and guests. It is the responsibility of each Property Owner to respect the rights of others as neighbors and to enjoy the community facilities available to all Property Owners as detailed in this booklet.

These rules are not to be confused with the Declaration of Protective Covenants and Restrictions contained in the various recorded deeds of Property Owners. Said Covenants and Restrictions are protected from alteration by a set of legal and contractual obligations according to the laws of the Commonwealth of Pennsylvania. The text of some of these Covenants and Restrictions appears in these Rules and Regulations and is italicized and referenced as indicated below.

The Protective Covenants & Restrictions referred to are:

1. Cranberry Hill Corporation Penn Estates Protective Covenants and Restrictions as recorded April 5, 1977.
2. Cranberry Hill Corporation Penn Estates Stroud Township Protective Covenants and Restrictions as recorded March 21, 1989.
3. Cranberry Hill Corporation Penn Estates Pocono Township Protective Covenants and Restrictions as recorded March 30, 1989.

* Items 2 and 3 above are attached to the Assignment of Declarant Rights recorded April 3, 1998.

These rules and regulations are subordinate to the PEPOA Bylaws, which are in turn subordinate to the Declaration of Protective Covenants. A change to the Covenants requires a vote of the entire membership, where a Bylaw change requires a 2/3 majority of those voting in-person or by directed proxy at the annual meeting, or at a special meeting called for the purpose of a vote.

Where a rule is drawn from the Declaration of Protective Covenants, the Covenant shall be cross-referenced as follows: [*Cross Reference Declaration of Protective Covenants ##*]. These rules and regulations are subject to change by action of the Board of Directors. Cross references for rules contained herein shall be in the same manner.

It should be noted that under Title 15, PA CSA Sec. 5502, the Association has the power to adopt rules and regulations. This power includes the imposition of restrictions on driving of motor vehicles and attendant enforcement by Public Safety of motor vehicle violations within Penn Estates.

The Association also has the power to impose charges and levy reasonable fines for violations of its Bylaws, Rules, and Regulations.

As approved, this document supersedes any resolution which pre-dates this version of the rules.

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ARTICLE I
DEFINITIONS

1. **ASSESSMENT:** Common expense assessment.
2. **ASSOCIATION:** The Penn Estates Property Owners Association, Inc., its successors, and assigns.
3. **BOARD:** The Board of Directors of the Association.
4. **BYLAWS:** The Bylaws of the Association.
5. **COMMON FACILITIES:** All real estate within the Community owned by the Association or leased to the Association and excluding any residential lots.
6. **COMMON AREA/Common Property:** Any and all real property designated Common Facilities, with all improvements which may be at any time constructed thereon, including but not limited to roads, recreational, community facilities, lakes, parks, and other real estate.
7. **COMMUNITY:** The planned community known as Penn Estates, located in Stroud and Pocono Townships, Monroe County, Pennsylvania.
8. **DEVELOPER or DECLARANT:** Cranberry Hill Corporation, its successors, and assigns, including the Association.
9. **DECLARATION:** A Declaration of Protective Covenants, Conditions, and Restrictions recorded in the office of the Recorder of Deeds, as amended.
10. **DEVELOPMENT:** All of the real property comprising Penn Estates Development, located in Stroud and Pocono Townships, Monroe County, Pennsylvania, as shown on the Plats as provided in the Declaration, including any real property annexed thereto as provided herein.
11. **FINE:** A financial penalty imposed on a member, guest, occupant or invitee for violation of the Community's legal documents.
12. **GRANTEE:** A Property Owner, its successors and assigns, and in certain instances, the Association.
13. **GRANTOR:** Cranberry Hill Corporation, its successors, and assigns, including the Association.
14. **GUEST/VISITOR:** A person other than a Property Owner who has been authorized to enter Penn Estates Development by a Property Owner or authorized Association personnel.

15. **GUEST ACCESS PASS:** A dated identification pass issued when entering Penn Estates Development which will allow access to the grounds but does not permit access to use any of the facilities.
16. **GUEST FEE:** A fee to cover the basic cost for providing the use of the amenities, excluding any facility where a separate posted fee is required or restricted in the governing documents.
17. **HOUSEHOLD:** One or more persons, who, in each instance, regularly and customarily reside together in the same house or home as a principal residence and are registered on the annual census.
18. **IN GOOD STANDING:** A Member, who is in compliance with the Declaration of Covenants, Bylaws, and Rules, and who has paid all financial obligations owed to the Association.
19. **LOT:** Any numbered residential lot or unit in the Community owned by a Member or held for sale to the general public; two or more adjoining lots which have been legally merged with municipal approval into one lot and treated as one lot for the purposes of voting, assessments and special assessments.
20. **PROPERTY OWNER:** Any person, persons or Corporation including Declarant, who holds title to any lot.
21. **PLAT:** A final subdivision map with respect to the Development, as recorded by Declarant in the Office for the Recording of Deeds in and for Monroe County. The term "plats" shall mean all of the final subdivision maps of the Development from time to time identified thereon as Plat Maps of Penn Estates Development, including any additions or revisions thereto.
22. **RESERVED AREA:** Any and all of the real property designated as such on a Plat, ownership of which may be retained by Declarant and which may be put to such uses as Declarant shall determine, including, but not restricted to, commercial enterprises and future subdivision.
23. **ROAD:** Any and all of the real property designated as such on a Plat.
24. **RENTAL RESIDENT (RENTER):** A person or persons with a contract to rent or lease property at Penn Estates Development, from a Property Owner.
25. **VEHICLE ACCESS CARD:** An identification card that allows the user to operate the automated gate for entrance into the Community.

ARTICLE II

RULES FOR GENERAL CONDUCT

1. All Unit Owners must:

A. Comply with the Association's Rules and Regulations, policies, Bylaws, and community's Declaration of Protective Covenants (collectively the "Governing Documents") and are responsible for like compliance by family members, Renters, Guests, and Visitors; and

B. Pay all dues, fees, assessments, fines, and other charges levied by the Association, including any interest and any legal costs [*Cross reference Declaration of Protective Covenants #11*].

2. Unit Owners are responsible for all damages attributed to them as well as their family members, Renters, Guests, and Visitors.

3. The Association's premises and amenities are restricted for use only by Unit Owners, Renters and Guests as prescribed by the Governing Documents, who are not in violation of the Governing Documents and are otherwise in good standing.

4. The Association, through its Board of Directors, or a committee duly established, shall have the power to suspend, discipline or otherwise take action against any Unit Owner for conduct which in its opinion may endanger the welfare, interest or character of the Association or for any conduct in violation of the Governing Documents. This includes but is not limited to taking action against a Unit Owner for the conduct of residents living in a rental property and guests. [*Cross reference Article V - Guest Policy, and Article VI- Rental Registration and Rental Policy, # 8*].

5. A Unit Owner whose privileges have been suspended for not meeting any financial obligation to the Association may have privileges revoked (i.e., gate cards deactivated, unable to use an amenity, etc.), regardless of the number of lots owned. [*Cross reference Declaration of Protective Covenants #11 and #12*].

6. No person may engage in Disorderly Conduct when present upon property owned by the Association or when communicating with Association staff. Disorderly Conduct occurs if a person:

- (a) engages in fighting or threatening, or in violent or tumultuous behavior;
- (b) makes unreasonable noise;
- (c) uses obscene language, or makes an obscene gesture; or
- (d) creates a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor.

7. Fleeing or attempting to elude a Public Safety Officer is prohibited. When given visual or audible signal to bring a vehicle to a stop, the operator of a motorized vehicle, bicycle, or individuals on foot must come to a complete stop and shall not flee or attempt to elude a pursuing Public Safety Officer(s). The signal given by a Public Safety Officer may be given by hand, voice, emergency lights or siren.

8. Alcoholic beverages are prohibited on all common property including all waterways and roadways. The only exceptions are (a) unopened alcoholic beverages may be transported to and from the residential units and (b) alcoholic beverages are permitted during select events sanctioned by the Association. Individuals under the legal drinking age (21) violating this rule will be reported to the appropriate legal authorities. Any person that appears on any common property visibly intoxicated shall be cited for Public Drunkenness.

9. Operation of the Community Center Complex and other common facilities shall cease at the following times except for Association events:

Community Center Complex:

April 1 to October 31 10:30 PM

November 1 to March 31 9:00 PM

Lake and other outdoor common facilities:

May 1 to October 31 9:00 PM

November 1 to April 30 6:00 PM

The mail pavilion shall be closed to all members, renters and guests while the mail is being distributed.

10. General quiet hours in the community are from 11:00 PM – 7:00 AM. Consideration for your neighbors should be observed at all times. Safety, security, community-sponsored function, and snow removal activities are exempt from this rule. Loud music is not allowed in any common area.

11. Distribution of any materials door-to-door or any type of other solicitation is strictly prohibited. The only exceptions are 1) Candidates running for the Board of Directors of the Association, may distribute campaign literature if it is done personally by the candidate; 2) Unit Owners may gather signatures on petitions related to Association business.

12. Vandalism (which includes graffiti) on common property shall be punishable by citation and fines plus the cost of repair, replacement, cleanup, and legal costs. All costs will be imposed for each incident and each person cited. Violators shall also be reported to the appropriate legal authorities.

13. No lot or common area shall be used for dumping of rubbish of any kind; household trash shall not be deposited in receptacles for trash on common areas. *[Cross reference Article XIX – Property Development, Building Codes and Improvement Rules, Section (6) – Environmental, Safety and Sanitary Rules, subsection (B) - Trash and Debris].*

ARTICLE III

MEMBERSHIP IDENTIFICATION AND ACCESS CONTROL

Owners who have paid in full the annual assessment for dues, special assessments, and any other applicable charges, or being current on an approved payment plan, will receive amenity badges for the use of the amenities.

1. AMENITY ACCESS

- A. It is the policy of the Association that all Property Owners, Renters, or Guests be properly identified when using any of the Penn Estates facilities. The purpose of this is to:

Ensure the use of all facilities is limited to Property Owners in good standing, bonafide Guests and Renters whose landlords are in good standing; and

To provide adequate security and safety for the protection of the amenities and the persons using the amenities. Amenity badges must be worn in a visible location while using the amenities.

- B. Rental Units:

1. Long Term Renters, so long as the homeowner is in good standing, may obtain amenity badges for those residents residing in the home

2. Short Term Rental unit owners wishing for their tenant to use the common area and amenities (excluding fitness center) may purchase seasonal amenity passes based on local ordinances that govern dwelling occupancy. The pass grants entry to one tenant per day.

C. Residents and long-term tenants of members in good standing 16 years and older may use the fitness center once the fitness waiver has been executed. The parent or legal guardian of those under 18 must complete the release. A gate access card is required for entry; owners or tenants of minors under the age of 18 may purchase a restricted gate access card granting access to the fitness center of the member.

D. Annual Registration Form must be completed and provided to the Administration office by February 15th of each year. The Owner is responsible for updating the form when any changes occur, including but not limited to the sale or purchase of a vehicle, occupants of the home, etc. Failure to provide a completed Registration Form may result in a fine established by the Board of Directors

E. A member not in Good Standing by virtue of any financial delinquency or not in compliance with the Declaration of Covenants, Bylaws, and Rules of the Association may not use the Recreational Facilities as a guest of a Member in Good Standing. Violation will result in a citation and fine.

F. No resident of the community shall purchase or provide a guest pass for any other resident of the community that is not a member in good standing.

2. VEHICLE ACCESS

- A. A Gate Access Card will be issued to Property Owners in good standing and/or their renters upon application; the Board of Directors shall determine the fee for cards. Upon a change of Property Owner status or failure to provide the current lease, the gate access card will be deactivated in accordance with procedures established by the Board.
- B. Licensed drivers or adult household members may receive a gate access card at the Property Owner's request, so long as the individual is listed on the Owner's completed registration form or renter registration form. (Exception for those under 18 years old, maybe issued a gate card for fitness center access only)
- C. A fee will be charged for each card as determined by the Board; any fee charged for a gate access card is non-refundable.
- D. Guests/Visitors and Renters may be issued a dated gate access pass, valid for a period not to exceed seven (7) days which is to be visibly displayed above the dashboard unless otherwise directed by Association personnel.
- E. Card Owners must be present in the vehicle if their card is being used to access the gate system.
- F. A member not in Good Standing by virtue of any financial delinquency or not in compliance with the Declaration of Covenants, Bylaws, and Rules of the Association may not be issued a gate access card connected to a property of a Member in Good Standing. Violation will result in a citation and fine.
- G. An annual Contractor Pass card may be issued to contractors, realtors, and other service professionals who routinely access the community. Contractor passes will be limited to specific time access in accordance with the community work hours. All contractors must be registered to a property. Contractors with multiple vehicles will also be required to provide vehicle registration for each vehicle.
- H. Governmental, public service agencies, and school districts may be issued complimentary gate access cards upon the approval of the Board of Directors or their designee with no photo identification.
- I. Lost or stolen gate access cards must be reported to the Administration Office as soon as possible to ensure the card is deactivated. Lost or stolen cards may be replaced, and Property Owners charged a fee as established by the Board of Directors. Defective cards will be replaced at no charge.
- J. Cardholders may request a photo replacement or update for a fee, as established by the Board of Directors.

K. Any/all gate access card(s) registered to a property may be deactivated for the following:

- 1) Non-payment of dues and/or assessments thirty (30) days after payment is due
- 2) Non-payment of fines thirty (30) days after payment is due
- 3) Failure to provide or maintain accurate/current information on file

L. Any Property Owner or any individual entitled under the rules to receive a gate access card is encouraged to do so. A photo ID is required prior to the issuance of a gate access card for a person who desires to be issued a card. A photocopy of the photo ID will be held in the Property Owner's file. Property Owners or Renters who refuse to provide photo identification will not be eligible to receive a vehicle access card.

M. Intentional gate tampering with any gate and/or trespass or 'piggyback' to gain entry is prohibited and punishable by citation and fine.

N. Passback of a gate access card to another vehicle is prohibited.

- 1) The Owner of the property to which the gate access card was issued, regardless of whether the card owner is a Property Owner or Renter, shall incur a fine if a pass back occurs.
- 2) If either of the vehicles entering is not properly registered with the Association and not displaying proper vehicle identification, an additional fine shall be incurred.

O. Property owners, tenants, and guests are not permitted at any time to transfer a gate access card or temporary pass to anyone other than the person to whom it was originally issued. Transferring a gate access card or temporary pass to another person and use of such passes by a person other than the one to whom the pass was originally issued constitutes a violation of the Rules and Regulations and shall result in seizure of said gate access card or temporary pass. A fee, as established by the Board of Directors, may be charged to deactivate and/or reactivate a gate access card.

3. TRESPASSING

Trespassing is expressly prohibited.

ARTICLE IV

REPORTING EMERGENCIES

IMPORTANT - All emergencies should be first reported by calling 911, then by calling the PEPOA Public Safety (570)424-7042.

1. Persons reporting an emergency that requires a response by emergency services or any authority should identify their exact location by the property's 911 street address, or if not at a specific property, then by section and the intersection of two nearest streets.
2. If it is suspected that an intruder or trespasser is in or about an Owner's property or the property of another, or if a person is observed acting suspiciously, Public Safety should be informed so that corrective measures can be taken. *[Cross reference Article III – Membership Identification and Access Control, Section (3) - Trespassing].*

ARTICLE V

GUEST POLICY

1. The Association recognizes that Property Owners will invite guests periodically, but the Association reserves the right to exercise control over the access to the community and the use of the facilities by these guests.
2. Property Owners are liable for the behavior of guests while visiting Penn Estates. This includes adherence to all rules, including the motor vehicle rules, of the Association. Those who do not comply or attempt to circumvent PEPOA's rules shall be subject to citations and/or fines. Ultimately, Property Owners are responsible for the payment of all fines incurred.
3. Guests must enter through the Welcome Center at the Hallet Road entrance and will receive a vehicle access pass. *[Cross reference Article III- Membership Identification and Access Control, Section (2) - Vehicle Access].*
4. All visitors and guests must be registered with the Association which shall be done by calling the Welcome Center at (570) 424-7047.
5. Property Owners and Renters must identify any guest to the Welcome Center by verifying the guest's full name, and the expected date and time of arrival. Guests whose identity cannot be verified with a valid driver's license or photo ID shall not be admitted." *Rev; 7/11/14*
6. For homeowners or renters who have parties where an open pass is used, a complete guest list must be furnished to Administration and Security two (2) hours before the event. *Rev; 4/10/15*

7. Guests will be issued a vehicle access pass which must be visibly displayed on their dashboard during their entire visit at Penn Estates.
8. Owner or Renter with a valid amenity badge may purchase a daily pass or seasonal pass for guest(s) to use amenities. Resident with a valid amenity badge must remain with their guest while they use the amenities. *[Cross reference Article III – Membership Identification and Access Control, Section (1) - Amenity Access]*.
9. A Property Owner whose privileges have been suspended for any reason may not be a Guest of another Property Owner in the use and enjoyment of the amenities and facilities.
10. Property Owners who do not comply with or attempt to circumvent these Rules for Guests subject themselves to possible citation and fines.

Article VI

Rental Registration and Rental Policy

1. Long term and short term rentals must be registered with the Association by completing the annual owner certification form submitted with the applicable fee upon initial rental and renewed annually no later than the first business day of January.
2. Any Property Owner not paid in full with their dues and maintenance or on an approved payment schedule and/or levies shall not rent or lease his property to others. Only members in good standing shall have the right to lease or rent their property. If, at any time during the operation of a lease, the Owner(s) fails to be a member in good standing, the Association shall refuse entry to and/or use of the amenities to any respective tenant
3. Any owner renting out his unit shall be deemed to have exclusively assigned to his tenant(s) the appurtenant rights relating to the use of amenities, common areas, and Community Recreational facilities, including, but not limited to, use of the pools and lake, during the term of the rental. Therefore, the Owner may not exercise these rights during the term of the rental. The Owner shall, however, retain all voting rights related to the unit.
4. Owners who designate an agent, broker, or other individual or firm (Agent) to perform tenant acquisition, screening, approval, or processing services must first cause to be filed with the Administration Office a signed agreement authorizing the Agent to perform such services on behalf of the Owner. Authorization agreements must be updated annually.
5. Property Owner must provide proof of license with Stroud Township prior to being registered as a rental property with the Association. Please note Short Term rentals within the Pocono Township section of Penn Estates are prohibited by the municipality.
6. All tenants must be registered with the Association at the Administration Office. Long Term tenants are required to register no less than seven (7) days in advance of occupying any unit within the community. Short Term tenants are required to register no less than three (3) days in advance of occupying any unit within the community. Registration shall include completing

and submitting Association approved forms and providing the Association with a copy of the fully executed written lease agreement to include the Crime Free Lease Addendum between the Owner (s) (Lessor) and tenant(s) (Lessee). The Association's applicable forms shall be required to be completed in their entirety.

7. Required minimum lease agreement language must be included in all leases.

8. A non-refundable tenant processing fee shall be paid prior to the beginning of the lease term for each and every tenant agreement.

9. Failure to abide by this policy, including but not limited to any failure to register any tenant, shall be a violation of the Rules and Regulations and result in fines as per the Association's Rules and Regulations.

10. Should an owner fail to register any tenant and/or fail to pay the required fees, the account will then be considered to be in default, and any and all gate access privileges associated with the property will be suspended.

11. Subletting by tenants is strictly prohibited, and fines will be levied as per the Associations Rules and Regulations.

12. Owner's membership status and voting rights are nontransferable. Long Term Tenants shall have the privilege of using community facilities and amenities, subject to all rules, regulations, and limitations governing the use thereof, provided the Owner remains a member in good standing with current amenity badges. Short Term Tenants may use the community facilities and amenities (excluding Fitness Center) upon the Owner purchasing a seasonal pass (one pass per tenant). The occupants allowed by Stroud Township determine the number of seasonal passes per unit.

13. Property owners, tenants, and guests are not permitted at any time to transfer a gate access card or temporary pass to anyone other than the person to whom it was originally issued. Transferring a gate access card or temporary pass to another person and use of such passes by a person other than the one to whom the pass was originally issued constitutes a violation of the Rules and Regulations and shall result in seizure of said gate access card or temporary pass and fine.

14. The Property Owner shall be responsible for all attorney's fees and costs incurred by the Association as a result of any violation by any occupant or guest of the residences of the Association's Bylaws, Rules or Regulations by the tenant, irrespective of whether a suit is instituted.

15. Any violation of this Rental Policy will subject the unit owner(s) to a fine as established by the Association's Board of Directors. Additionally, the Association may, without notice, institute a suit in equity for an injunction to restrain any violation or threatened violation of any right, rule, regulation, restriction, Bylaw provision, Covenant or condition. The exercise by the Association of any right, power or remedy provided for herein or in any other rule or regulation, the Bylaws, the Covenants or the Articles of Incorporation, or now or hereafter existing at law

or in equity, shall not preclude the simultaneous or later exercise by the Association of any or all other rights, powers or remedies.

16. In no event shall it be determined that a landlord/tenant relationship exists between the Association and a renter. Fee schedule for tenant registrations to be set by annual resolution of the Board of Directors.

17. Any home that is rented must be rented in its entirety and may not be occupied in any part by the Property Owner during the rental period.

18. Owners must report, collect and remit all applicable local, state and federal taxes as required by law. Any unit owner renting the unit for thirty days or less at a time shall provide the Association with a copy of their (a) Sales, Use and Hotel Occupancy Tax License from the Pennsylvania Department of Revenue and (b) certificate of authorization to collect Hotel Excise tax issued by the Monroe County Treasurer's office or Exemption Certificate(s).

ARTICLE VII

MOTOR AND OTHER VEHICLE RULES

1. All Pennsylvania motor vehicle statutes and ordinances are to be strictly observed, as well as the rules of the Association. Any violation of these motor vehicle rules may result in a citation and a fine, and possible legal action.
2. The speed limit on all roads within Penn Estates is 25 mph.
3. Careless Driving of any vehicle in a willful or wanton disregard for the safety of persons or property is prohibited. To include but not limited to passing over a double line, passing a stopped bus, tailgating, traveling in the wrong direction of traffic.....
4. Fleeing or attempting to elude a Public Safety Officer – When given a visual or audible signal to bring a vehicle to a stop, the driver of a motorized vehicle must bring his/her vehicle to a stop and shall not flee or attempt to elude a pursuing Public Safety Officer(s). The signal given by a Public Safety Officer may be given by hand, voice, emergency lights or siren. *[Cross reference Article II – Rules for General Conduct, # 5].*
5. All motorists must stop when they encounter a stopped school bus with red signal lights flashing and stop arm extended. Additionally:
 - A. Motorists must stop at least ten (10) feet away from the bus;
 - B. Motorists must stop when approaching an intersection where a bus is stopped with red signal lights flashing and arm extended;
 - C. Motorists must wait until the red lights have stopped and the arm has been withdrawn before moving;
 - D. Motorists shall not move until all children have reached a place of safety.

6. All motor vehicles shall be registered with a State, Territory or District of Columbia and Penn Estates POA, and operators are to be licensed and insured. Driver must show driver's license, and registration when requested. No unlicensed/unregistered vehicles are permitted within Penn Estates.
7. All guest vehicles must display a vehicle access pass.
8. The operation of All Terrain Vehicles (ATVs) which includes dirt bikes is not permitted on any Penn Estates roads or in common areas. ATV's with standard plow attachments may be used for snow removal on private lots and may be transported in the community via trailer only. Violations of these ATV restrictions shall subject the owner to a fine as outlined in the PEPOA Fee Schedule.
9. The owner of any vehicle must take measures to assure that the noise emitted from vehicles shall not be a disturbance to the Development. The vehicle owner shall be subject to a citation and possible fine if the noise is deemed excessive. *[Cross reference Article II – Rules for General Conduct, # 4(B)]*. If a vehicle cannot be operated without causing a noise disturbance, it may not be operated within Penn Estates.
10. All contractors, real estate companies, and their employees may obtain a Contractor Pass from the Association. *[Cross reference Article III – Membership Identification and Access Control, Section (2) - Vehicle Access, (F)]*.
11. All motor vehicles belonging to an Owner or household member, or rental resident must be registered with the Administration Office. Vehicle access cards may be purchased for individuals on the Owner's census form or a Rental Registration form, at a fee to be established by the Board. *[Cross reference Article III – Membership Identification and Access Control, Section (2) - Vehicle Access, (L)]*.
12. Vehicle access card owners must be present in vehicles registered to owners, renters or as guests, to access the community, although they need not be the driver. Under no circumstances is 'pass back' permitted. *[Cross reference Article III - Membership Identification and Access Control, Section (2) - Vehicle Access, (O)]*.
13. Vehicles approaching a stop sign must come to a complete stop before proceeding into the intersection. Rolling stops are not permitted.
14. Battery operated wheelchairs/scooters used by physically challenged individuals registered with the Association, are authorized on Penn Estates roads.
15. An appropriate helmet must be worn by children under the age of twelve (12) when riding a bicycle or scooter on the common areas. Helmets and pads are also suggested for skateboarders, roller skaters, and roller bladers.

ARTICLE VIII

PARKING RULES

1. Vehicles (including mopeds and motorcycles) may only be parked on common property in designated areas.
2. Persons launching water vessels shall remove vehicle and trailer to a-designated parking area once the vessel has been launched
3. Bicycles shall be parked in the bicycle racks provided
4. Any vehicle parked on the roadway or easement may be removed at the Property Owner's expense.
5. The Association shall not be responsible for any illegally parked vehicle. The owner will be solely responsible for any/all damages which may be incurred.
6. Incidental Momentary Parking. Occurring in, or associated with, the normal, typical, or customary operations of homeownership. Some examples allowed are repositioning vehicles, clearing driveways, dropping off or picking up persons or parcels, and generally any short-term activities requiring momentary parking. Hazzard Lights shall be on during momentary parking of vehicle.

Except for Incidental Momentary Parking, Vehicles shall only be parked on the driveway portion of the lot. No on-street parking or parking in the easement, which is generally 10 feet back from the roadway, will be permitted unless authorized by Public Safety in writing. Some examples of reasons for the issuance of a parking pass are those having work done at their home by a contractor, deliveries, gatherings...

During snow and icy weather no parking variances will be issued

7. No standing or parking of any motor vehicle shall be allowed within 30 feet of an intersection. Vehicles at bus stop locations must park on the right side of the road facing the intersection and bus stop.
8. No Commercial Vehicle or equipment may be parked or otherwise stored on any street, lot or designated parking area at any time unless being used in connection with delivering or picking up goods or providing interior services to the owner or resident of the property during the hours of 7 AM to 9 PM.

Commercial Vehicles shall include any vehicle that is commercial in nature and not ordinarily kept or stored within a residential community. Unless otherwise determined by the Board of Directors, Commercial Vehicles include, but are not limited to:

- (1) Any vehicle
 - (a) with a gross vehicle weight rating (GVWR) greater than 14,000 lbs or
 - (b) greater than 25 feet in length;

- (2) Irrespective of size or weight, any box truck, step van, dump truck, taxicab, bus, solid waste collection vehicle, tractor truck, tractor truck/semitrailer, tractor truck/trailer combination, dump truck, wrecker, concrete mixer, tow truck, trailer, semitrailer and any vehicle in which food or beverages are sold; and
- (3) Irrespective of size or weight, any motorized construction equipment, including, but not limited to any motor scraper, backhoe, motor grader, compactor, excavator, tractor, trencher, roller, and bulldozer.

The display of commercial signage and/or visible tools, equipment, materials, or ladders does not constitute a Commercial Vehicle unless deemed offensive or obtrusive by the Board of Directors, in its sole discretion.

ARTICLE IX

POOL RULES

1. Guests **with** owners in good standing shall pay guest fees to use the amenity. [*Cross reference Article III - Membership Identification and Access Control, Section (A) - Amenity Access, #2*].
2. No one is permitted in the pool enclosure except during scheduled hours and only when lifeguards are on duty.
3. The pool staff may close the pool during scheduled hours for reasons of safety, weather or maintenance.
4. No running, dunking, pushing or other horseplay will be permitted. Always enter the pool with caution.
5. No china, glassware, smoking or beverages (except water in plastic containers) of any kind is permitted in the pool enclosure.
6. Food is permitted in designated areas only, and not to be consumed in the bathing areas. Proper trash receptacles are provided and should be used accordingly.
7. Children under fourteen (14) years of age are not permitted in the pools or pool enclosure unless accompanied by a responsible person fifteen (15) years of age or older who shall be responsible for the child's behavior and conformance to all rules. The responsible person(s)

must remain at the pool facility with any/all children under fourteen (14) at all times. *Rev; 6/14/16*

8. Any person who is not toilet trained or is incontinent must wear appropriate swim diapers under their swimsuits. Standard diapers are prohibited.
9. Children who are not toilet trained must use plastic pants or swim diapers. Children wearing non-swim diapers are not permitted in the pool.
10. No diving, no flips, back dives or other similar types of actions will be permitted.
11. Appropriate swim attire must be worn in the pool. Street clothes, underwear or cut-offs are not allowed. The pool staff shall enforce compliance with this rule.
12. Deep-water areas of the pool are limited to individuals who can swim the width of the pool satisfactorily. Qualification is at the discretion of the pool staff and verification may be requested at any time.
13. No sitting or hanging on ropes and no swinging on ladders will be permitted.
14. Gum chewing is not permitted in the pool enclosure.
15. Only radios equipped with and used with headphones or ear buds shall be allowed in the enclosed pool area.
16. Flotation devices, scuba and skin-diving equipment, are prohibited in the pool and beach areas unless permission has been granted by the pool staff.
17. No articles of any kind may be thrown into the pool unless approved in advance by the pool staff.
18. The primary responsibility of the pool staff is the safety of the swimmers. They have the authority to remove anyone in violation of the rules from the pool for any portion of the day or longer. Chronic pool offenders may be suspended for a day, week, season or any portion thereof, and subject to other action or a citation and a fine, depending on the circumstances.
19. Pools will be cleared for 30 minutes upon hearing thunder. An additional 30 minutes will be added for each thunder clap. In the event of lightning, the pools, and pool deck, must be vacated and remain empty for 45 minutes after the last lightning strike.
20. Socializing with or distracting the pool staff while they are on duty is prohibited. No loitering or congregating will be allowed around the lifeguard or guard stand.
21. Personal lounges and chairs are permitted in the pool enclosure at the discretion of the pool staff, but may not be stored in the pool area. Association owned lounges and chairs are available on a first come first served basis.

ARTICLE X

LAKE AND BEACH SAFETY AND BOATING RULES

1. *The Grantee is hereby granted the privilege of boating, swimming, fishing and ice skating in the lakes of the Grantor. None of the foregoing activities are to be engaged in for any commercial purpose whatsoever, and all such privileges are under and subject to payment by Grantee of such fees as are set forth in the within covenants and restrictions. [Cross reference Declaration of Protective Covenants #21].*
2. Pennsylvania regulations (58 Pa. Code 91.4) "A person 11 years of age or younger may NOT operate a personal watercraft or a boat propelled by a motor greater than 25 hp. A person 12 through 15 years of age may NOT operate a personal watercraft if there are any passengers onboard 15 years of age or younger."
3. Pennsylvania regulations 58Pa. Code 97.3 (b) - Unpowered boat operators are required to carry a device capable of sounding a prolonged blast 4-6 seconds that can be heard by another boat operator in time to avoid a collision. An athletic coaches whistle is an acceptable sound producing device for unpowered boats. It is unlawful to use a sound producing device on the water under any circumstance except in the following situation
 1. Assistance is needed because of immediate or potential danger to the persons on board
 2. It is necessary to attract the attention of another boat
4. PA Regulations 58 Pa. Code 97.1 (h) Require "Children 12 years of age and younger shall wear an approved wearable PFD while underway on any boat 20 feet or less in length and all canoes and kayaks" and PA Regulations 58 Pa. Code 97.1 (h) "Beginning November 1 until midnight April 30 of the following year, a person shall wear a Coast Guard approved wearable PFD while underway or at anchor on boats less than 16 feet in length or any canoe or kayak." Users must ensure that all watercraft is equipped with a U.S.C.G. approved flotation device for each occupant.
5. *Only boats, canoes or watercraft propelled by oars, sails or paddles shall be permitted upon the waters of said lakes. No motorboats of any description shall be permitted on the waters of said lakes. [Cross reference Declaration of Protective Covenants #22].*

A. Boat Registration - All boats used on PEPOA Lakes must be registered with the Association. Boat registration applications are available at the Administration Building. Dated identification stickers are issued for boat registrations; renewal registration and dated identification stickers are required annually. Identification stickers should be affixed to the boat immediately.

B. Boat Racks - Residents may store boats on the boat rack(s) for a seasonal fee. Rental applications are available at the Administration Building. Rack space will be available on a first come; first served basis. Once all the boat racks are full, no more boat rack registrations will be issued. Any resident that does not obtain a rack space may not store boats on the common area to include but not limited to shoreline of any lake; dam; levy or spillway. No boats may be left on the water. Residents without a rack space must take their boat(s) back to their property after use. Boat rack storage is a "store at your own risk" policy, and the Association

is not responsible for damage or loss of property stored at the boat racks. Owners must secure their boats to the boat rack with a bike lock or some type of tether and lock.

C. Boat Removal - Boats must be removed from the racks no later than November 1st of each year. Any boats not removed by November 1st will be removed by PEPOA; locks will be cut and destroyed, and a removal fee of \$50 must be paid to retrieve it. Return of boats to resident's property is the responsibility of the boat owner/resident. PEPOA will not provide transport. Any boat(s) not retrieved by the owner after 90 days and written notice will be disposed of at the discretion of PEPOA.

D. Improper Boat Storage - Absolutely no boats are to be store along the shoreline of any lake; dam; levy or spillway. No boats may be left on the water. Both registered and unregistered boats found to be improperly stored will be immediately removed at the owner's expense. A removal fee of \$50 must be paid to retrieve it. Return of boats to resident's property is the responsibility of the boat owner/resident. PEPOA will not provide transport. Any boat(s) not retrieved by the owner after 90 days and written notice will be disposed of at the discretion of PEPOA. *Rev; 5/6/16*

6. No diving or swimming from boats will be permitted.
7. No china or glassware of any sort is allowed at the beach, consumption of food is limited to designated picnic areas, and all trash should be placed in the provided containers.
8. Children under fourteen (14) years of age are not permitted in the lake unless accompanied by a responsible person fifteen (15) years of age or older who shall be responsible for conformance to all rules. The responsible person(s) must remain at the beach facility with any/all children under fourteen (14) at all times.
9. Lakes will be cleared for 30 minutes upon hearing thunder. An additional 30 minutes will be added for each thunder clap. In the event of lightning, the lakes, beach and surrounding area must be vacated and remain empty for 45 minutes after the last lightning strike. Sailing or boating during thunderstorms is not permitted; boats must be docked at the first signs of a storm

ARTICLE XI

FISHING RULES

1. All persons fishing must comply with the State Fishing Laws and Regulations. They must possess and display a Pennsylvania license if sixteen (16) years of age or older.
2. Fishing is not permitted from the swimming beach or boat docks.
3. Ice fishing is permitted at participant's own risk. All holes drilled by ice fishers must be properly marked.

ARTICLE XII

RECREATION FACILITY RULES

1. TENNIS COURT RULES

- A. Courts are for the use of current Property Owners, Renters, and Registered Guests only;
- B. Players must wear proper attire and footwear;
- C. No one should be within the tennis court enclosure unless he or she are playing tennis;
- D. All players should follow tennis courtesies and regulations;
- E. There is an ordinary limit of one (1) hour play on the courts when others are awaiting its use. Courts are available on a first come basis.

2. BASKETBALL COURT RULES

- A. Persons not playing should use the bleachers located courtside.
- B. Players shall not hang from the rim for any reason

ARTICLE XIII

COMMUNITY CENTER RENTAL

1. Property Owners in good standing are permitted to reserve the Community Center for private functions. Reservations are on first come first paid basis. Events of the Association or its Committees shall have priority. A Rental Application shall be completed at the Administration Office; rental and deposit fees shall be payable with the submission of the rental form.
2. The Property Owner shall be responsible for unacceptable behavior, actions, and damages caused by Guests. Children must be supervised at all times. *[Cross reference Article II- Rules for Conduct].*
3. The closing time of all events shall be no later than 1:00 am. All activities including cleanup must be completed by that time.

4. ***No helium balloons or other decorations that can float to ceiling are allowed.*** The cleanup deposit will not be returned if helium balloons are used.
5. No tacks or staples may be used for decorating. Only masking (not transparent tape) is permissible.
6. The rental of the Oak Room does not include the use of equipment or supplies except as specified in the agreement, as approved and initialed. Use of Association equipment without permission shall subject individuals to forfeiture of their deposit and possibly other additional charges.
7. Use of the kitchen and stove is available; however, only PEPOA staff may light the stove. Any kitchen equipment requested will require inventorying before and after each event. All equipment must be cleaned and returned to its original location at the end of each event; rentals requiring the use of kitchen will be charged an additional fee.
8. No ice shall be deposited in the bar cooler; it is for cooling beverages only.
9. Clean up shall include removal of decorations, consolidating trash into trash bags to be deposited in designated locations. All areas must be cleaned of litter, spills and food products.
10. The clean-up deposit will be held to ensure the restoration of the building and equipment to the condition before its rental, less normal wear. In the event of excess wear, the clean-up deposit will not be refunded. Post-event inspection of the building will occur the day following the event, before the release of the deposit.
11. Parties with guests of 50 people will be required to arrange, at an additional cost, a Public Safety Officer for the length of their event. Each increment of 50 people requires an additional Public Safety Officer (i.e., 100 people require two officers).
12. In the event, a group exceeds the maximum room occupancy, Management or its Designee may immediately end the event.
13. As part of the rental process, a Certificate of Insurance is required naming Penn Estates Property Owners Association as an Additional Insured on a policy of liability insurance in a minimum amount of \$100,000 for injury to one person, \$300,000 aggregate and \$100,000 property damage liability. It is the responsibility of the Property Owner to ensure the proper insurance has been provided to the Association within ten days of rental; failure to do so may result in cancellation of the event.
14. PEPOA employees may rent the Community Center for the same terms and cost charged PEPOA volunteers.
15. The Association is not responsible for personal articles left in the Community Center.
16. The Community Center is a NO SMOKING AREA. Smoking is only allowed outside the building. Please deposit cigarette butts in the containers provided.

ARTICLE XIV

RULES FOR PETS AND WILDLIFE

1. Animals may not be kept, bred or maintained for any commercial purpose. No exotic animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.
2. All canines in the community shall be registered with the Association. Owners and Renters who register their pets will receive a numbered tag which needs to be placed on the pet's collar so that the dog may be identified and returned. Pet tags must be displayed and vaccination record produced upon request by Public Safety.
3. All pets must be confined to the owner's property. When walked off the owner's property, all dogs must be on a leash. Any and all pet excrement must be immediately picked-up and placed in a trash receptacle or Pet Waste Station.
4. No dogs, cats or other animals referred to, as household pets will be permitted at the lakes, pools, beaches, playgrounds, picnic areas or any other places designated as recreational areas and/or common areas.
5. All household pets must be kept under the pet owner's control at all times. The following will be deemed in violation of this rule:
 - A. Animals found roaming freely; or
 - B. Ongoing or persistent barking, which disturbs or interferes with the peace, tranquility, and comfort of others, or otherwise deemed a nuisance. [*Cross reference Article II – Rules for Conduct, #4(B) and #11*]; or
 - C. Behavior that is perceived as menacing to others, behavior that damages property, or behavior threatens health and safety of others or their pets.
6. Willful and obvious disregard for the safety of others, by repeated instances of permitting pets to roam freely in the community, will be deemed in violation of this rule.
7. Any pet found roaming freely in the community can be picked up and detained for a reasonable period at a designated penned area before being released to a local shelter or foster home. All costs associated shall be the responsibility of the owner.

ARTICLE XV

HUNTING, WEAPONS, FIREARMS, AND FIREWORKS

Introduction: For the purposes of these Rules:

The term "Firearm" shall mean any weapon which is designed to or may readily be converted to expel any projectile by the action of an explosion, expansion of gas or escape of gas, or the frame or receiver of any such weapon. The term includes a firearm which is not loaded or lacks a clip or other component to render it immediately operable, and components which can readily be assembled into a weapon

The term "Weapon" shall mean any bomb, explosive or incendiary device or material, grenade, blackjack, sandbag, metal knuckles, dagger, knife (the blade of which is exposed in an automatic way by switch, push-button, spring mechanism or otherwise), knife with blades of 5 inches or longer, electronic control device such as a taser or stun gun, sword, martial arts weapon, bow and arrows, chemicals such as tear gas, and any other implement for the infliction of serious bodily injury which serves no common lawful purpose. The term does not include personal alarms or chemical repellants designed to protect personal safety from physical attacks by other people or by animals.

The term "Fireworks" shall mean any combustible or explosive composition or any substance or combination of substances which is intended to produce a visible or an audible effect by combustion, explosion, deflagration or detonation. The term does not include "ground and hand-held sparkling devices," "novelties" or "toy caps" in APA 87-1 (the American Pyrotechnics Association Standard 87-1) or any successor standard.

Rules

1. Hunting is not permitted within the Penn Estates planned community.
2. Any and all firearms and weapons are prohibited on the Association's common areas and in the Association facilities. This provision shall not apply to law enforcement officials or to the Association's Public Safety personnel acting in the lawful performance of their official duties.
3. The firing of any projectile is prohibited within the Penn Estates planned community, including but not limited to any residential Lot.
4. Notwithstanding any provision to the contrary contained in these Rules, firearms and weapons may be transported between the public roadways and residential lots in accordance with the laws and requirements of the Commonwealth of Pennsylvania.
5. Any person in possession of any firearm or weapon must comply with the laws of the Commonwealth of Pennsylvania, as well as this Article.
6. As a forested community, fireworks create a fire safety concern for all residents. All fireworks, as defined herein are specifically prohibited in Penn Estates

ARTICLE XVI

COMMUNITY ALARM RULES

1. DEFINITIONS

- A. False Alarm – shall mean the activation of an alarm system caused by other than the intended purpose for which the alarm system is designed. Activation of an alarm system due to a malfunction, which is caused by violent natural catastrophic conditions, including electrical storms and power outages, shall not constitute a false alarm.
- B. Nuisance Alarm – shall mean an audible alarm at the site of installation of an alarm system, which fails to automatically shut off its audible alarm within ten (10) minutes after the activation of such audible alarm.

2. RESIDENTIAL ALARMS

- A. All residential alarm systems shall be registered with the appropriate Township Authority;
- B. All existing alarm systems shall be modified (if necessary) and all new alarm systems shall be installed in such a way that the audible alarms will shut off after no more than ten (10) minutes of operation; and
- C. Any Property Owner who, after receiving written notice from the Association or Public Safety Department that an emergency department (ambulance, fire or police) and/or Public Safety Department Officer responded to three (3) false and/or nuisance alarms during any three (3) month period, shall thereafter pay a fine of \$25.00 for each false and/or nuisance alarm. Additional penalties may be imposed by the Township Authority.

3. VEHICLE ALARMS

- A. All existing vehicle alarm systems shall be modified (if necessary) and all new vehicle alarm systems shall be installed in such a way that the audible alarms will shut off after no more than ten (10) minutes of operation; and
- B. Any Property Owner who, after receiving written notice from the Association or Public Safety Department that an emergency department (ambulance, fire or police) and/or Public Safety Department Officer responded to three (3) false and/or nuisance alarms during any three (3) month period, shall thereafter pay a fine for each false and/or nuisance alarm. Additional penalties may be imposed by the Township Authority.

ARTICLE XVII

FLIER DISTRIBUTION POLICY

Contents for all fliers shall adhere to the following:

1. Fliers/pamphlets shall be presented to the Community Manager a minimum of 7 days before the date and time of distribution for review. Review will be to determine whether statements exist of a derogatory/insulting nature, personal attacks, or other statements contrary to PEPOA's General Rules of Conduct, and the expiration date;
2. The Community Manager will notify Public Safety of the date and time of distribution; and
3. Fliers being distributed must be the same as those presented and approved.

There are two methods for distributing fliers at the gates:

1. Utilizing the flyer Dispenser Boxes at the front and rear gates.
 - A. Once approved, fliers may be placed at each gate dispenser box; and
 - B. Fliers must be immediately removed from the community following the event.
2. Hand distribution to vehicles entering or exiting the community.
 - A. No more than four (4) persons permitted at any one time at the front or rear gate(s);
 - B. Each shall wear a reflective safety vest at all times (obtained from Public Safety);
 - C. Traffic cones shall be placed in proximity to where the distributors are standing (obtained from Public Safety). All vests and cones must be returned to Public Safety;
 - D. Distribution will take place during daylight hours only; and
 - E. No forcing of fliers upon drivers.

ARTICLE XVIII

ENFORCEMENT OF RULES

1. The Public Safety Department and authorized Association personnel, including pool staff, are responsible for enforcement of all Rules and Regulations.
2. Any violation of these Rules and Regulations will result in a citation. [*Cross reference Article II – Rules of Conduct, #1*].
3. Any violation could result in a suspension of privileges, a fine, or both, as well as the institution of a Civil Action to recover sums due for damages or injunctive relief Criminal Action or other appropriate action under the circumstances.
4. Violations can and should be reported by any person, whether Owner, Guest, Renter or Visitor, to the Public Safety Department with as much information as can be obtained.
5. The Public Safety Department will complete a written Complaint Report on any and all violations or reports of alleged violations and undertake appropriate action.

6. All State, County, and Municipal law enforcement agencies have authority to enforce all applicable State, County and Municipal Statutes, Laws, Ordinances, and Regulations within the Penn Estates Development, which, by reference hereto are herewith incorporated within these Rules and Regulations.
7. Suspension of privileges may occur for the following:
 - A. Any period, during which Association assessment fees, charges or other obligations, as provided for in the Declaration or Bylaws, remains unpaid;
 - B. Any period of any continuing violation by such Owner of provisions of the Declaration or Bylaws after the existence thereof shall have been declared by the Board; and
 - C. A period to be determined by the Board, for repeated violations of the Declaration, Bylaws or the Rules and Regulations of the Association.
8. Appeals procedures are as follows:
 - A. A complaint against any Property Owner may be reported by another Property Owner or management staff of Penn Estates Development to Public Safety for an investigation and possible citation. The cited Owner may bring the matter to the attention of the Appeals Committee within fifteen (15) days after receipt of the citation.
 - B. Should cited property owner fail to appear or give notification of an inability to appear at a scheduled appeals hearing, Property Owner will be judged in default and fine plus administrative costs will remain. If appellant can justify extenuating circumstances, then an opportunity for an appeal hearing may be requested with the Appeals Committee.
 - C. If the complaint involves repeated violations or infractions of the Declaration, Association Bylaws, Rules, and Regulations or misconduct, then a hearing shall be held by the Appeals Committee. An opportunity will be given to the cited Property Owner to present their case.
 - D. The Appeals Committee, upon completion of the hearing, and the appellant and/or the witnesses excused, the Committee Chair or its designee shall poll the members present for a decision to uphold, dismiss, or defer on a case-by-case basis.
 - E. The Appeals Committee may, by the affirmative vote of the majority of its members, dismiss citation or uphold citation with the imposition of a fine as established by the Board.
 - F. The named Property Owner shall have the right, within ten (10) days of the receipt of the notice of the decision of the Appeals Committee, to petition in writing to the Board, for a review of the decision.
9. Residents are allowed to petition the Board for Secondary Appeals about decisions of the Appeals Committee on two grounds:
 - A. New evidence - information not available or not presented to either the Public Safety, or the Appeals Committee.
 - B. Extenuating circumstances - any situation that may be legal, personal, or financial that might have affected their state of mind during the commission of the violation, and consequently, lessen culpability.
10. Upon review of the Secondary Appeal, the Board shall limit its inquiry to a review of the regularity of the proceedings, whether they were conducted in good faith, whether or not the named was accorded a full, fair hearing. In its sole and absolute discretion, the Board may, for a good cause shown on Secondary Appeal, modify the judgment previously rendered, with the following actions:

- A. Dismiss or uphold the decision of the Appeals Committee;
- B. Refer the case back to the Appeals Committee for a new hearing; or
- C. Dismiss, uphold or mitigate the fines.

11. The results of the petition shall be recorded as an action taken by the Board of Directors.

For the enforcement and/or appeals of the Architectural Rules, see Article XIX - Property Development, Building Codes and Improvement Rules, Section (7).

ARTICLE XIX

PROPERTY DEVELOPMENT, BUILDING CODES, AND IMPROVEMENT RULES

1. ARCHITECTURAL REVIEW BOARD (ARB)

A. Architectural Review Board (ARB)

The Grantor shall establish and operate an Architectural Review Board. This board shall review all improvements, structures, alterations or adjustments by the Property Owner prior to commencing work. Approval shall be granted to Property Owner only upon written application in the manner and form prescribed by the Board [ARB], along with the fees required and established by the Board [PEPOA Board of Directors]. [Cross reference Declaration of Protective Covenants #4].

B. Duties

The Association shall appoint a Codes Enforcement Officer who shall be responsible for processing applications, building permits, plans, inspections and maintaining the records and reports of the ARB. The Codes Enforcement Officer shall review and take action upon all applications within 30 days of the date of application receipt. The ARB shall consider any variances and appeals and when necessary and submit appeals for further review to the PEPOA Board of Directors.

C. Codes Enforcement Officer

The Codes Enforcement Officer in addition to assisting with the above shall prepare a monthly report of all permits issued and fees collected; and have the right to enter any property or building in the proper performance of his/her duties. [Cross reference Declaration of Protective Covenants #15].

Neither the Codes Enforcement Officer, the ARB nor any person hired, appointed or employed by PEPOA when acting in good faith and without malice, shall be liable for damages by reason of anything done under the provisions of this code.

2. PERMITS

A permit shall be obtained from the administration before the development or improvement of any property except where permits are not required as defined in this article; contact the Codes Enforcement Officer to verify required permits. Permits from the Association shall not be required for interior repairs, alterations, or improvements so long as there is no interference with the structural portions of the dwelling and so long as the work does not involve outside walls or stairways. Special permits are required for moving structures.

Permits will be issued only to members in good standing. Exceptions for a property requiring maintenance and/or to correct hazardous conditions that adversely impact community aesthetics, health, safety or habitability of a residence. Permits shall be valid for a period of up to six (6) months from the date of approval and issuance.

Any building erected on the premises shall be subject to all governmental regulations relative to construction, in addition to the covenants, easements, reservations, charges, and conditions provided for. In the event of a conflict of the provisions of these covenants with any local subdivision or zoning ordinances, the more restrictive of the two shall apply. [Cross reference Declaration of Protective Covenants #5].

A. Applying for Permits

Applications for permits for any property development or improvement, including construction, shall be submitted to the Administration Office. Incomplete permit applications will not be accepted for processing. Permits for contracted work must be accompanied by the contractor's proof of liability insurance with the Penn Estates Property Owner's Association (PEPOA) listed as an Additional Insured. Notification of approval for completed applications, not requiring a variance by the ARB, shall occur within a period not to exceed thirty (30) days from the date of receipt of the complete application. Any denials will be made in writing stating the reason (s) for disapproval.

B. Filing Plans

Applications for permits shall be submitted to the Codes Enforcement Officer on the forms supplied and, in the manner, designated. The Codes Enforcement Officer shall provide a copy of development and improvement regulations and permit information to the applicant. All applications require a plot plan drawn to scale, showing all property lines, set-back lines, bearings and distance of property lines, street right-of-way lines, direction to North, proposed development or improvement locations, relation to the lot and street lines as well as location of pins and wooden stakes located or set during field operations along with additional services desired. For new construction of residential dwellings, additions, and/or ancillary structures, the plan shall be prepared and certified by and under the seal of a licensed land surveyor of the Commonwealth of Pennsylvania.

C. Fees

The fee for each type of permit shall be established by the Penn Estates Board of Directors and shall be paid to PEPOA. No application or permit shall be valid until the required fees have been paid. The Property Owner will be notified of approval in writing.

A permit shall be posted at the job site in a prominent location and not removed until the project is complete, inspected by the Codes Enforcement Officer and a certificate of completion issued.

D. Inspections

The number and type of inspections required will depend upon the type and size of the project. Normal inspections will be included in the permit fee. Where additional inspections are required due to owner or contractor failure to adhere to this code, additional fees may be imposed to offset Association costs.

E. Changes to Plans

Any alteration or deviation from the terms of the application, plans or specifications that were not submitted at the time of securing the permit, shall be submitted to the Codes Enforcement Officer and a written approval of the changes shall be required.

F. Variances

A variance is any deviation with the standards set forth in the building code. In granting any variance, the ARB may attach such reasonable conditions, safeguards, and stipulations as it may deem necessary.

Variances shall not be issued for requests that conflict with any item in the Declaration of Protective Covenants.

The ARB will hear requests for variances where it is alleged that the provisions of Article XIX inflict unnecessary hardship upon the applicant. The ARB may grant a variance provided the following findings are made where relevant in a given case:

- 1) That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions;
- 2) That because of such physical circumstances or conditions, there is no possibility that the proposed development can be performed in conformance with the rules and regulations, and that the authorization of a variance is, therefore, necessary to enable the reasonable use of the property;
- 3) That such unnecessary hardship has not been created by the applicant;
- 4) That the variance, if authorized, will not alter the essential character of the property, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare; and/or

- 5) That the variance, if authorized, will represent the minimum modification that will afford relief.

3. GENERAL BUILDING REQUIREMENTS

Applications for permits for any property development or improvement (including but not limited to: new construction, exterior renovations, garages, painting, landscaping, tree removal, pools, etc.) shall be submitted to the Administration Office. Permit applications that are not complete will not be accepted for processing. Permits for contracted work must be accompanied by proof of liability insurance with the Penn Estates Property Owner's Association (PEPOA) listed as an Additional Insured. Completed applications shall be approved or disapproved by the ARB within a period not to exceed thirty (30) days from the date of receipt of the complete application. Any disapproval will be made in writing stating the reason (s) for disapproval.

A. General Use:

The premises to be conveyed shall be used for single-family residential purposes only. No building shall be erected, placed or permitted to remain on the premises other than one (1) detached single family dwelling, not to exceed two and one-half stories in height, and a private garage for no more than three (3) cars, which shall be attached to the dwelling. The dwelling must contain a minimum of 1,175 square feet of living space or as provided for in the Deed of Conveyance from Declarant. [Cross reference Declaration of Protective Covenants #1].

No Property Owner shall build or permit the building thereon of any dwelling that is to be used as a model home or exhibit.

It shall be unlawful for any person, firm or corporation to change the nature of occupancy from a single residential type building or from single-family residential use.

No residence, attachment or other structure shall be used or occupied until same has been substantially completed in accordance with approved plans and specifications, and an occupancy permit is issued by the appropriate township.

B. Unsafe Buildings

Where an owner is maintaining, or causing to be maintained, what appears to be a dangerous structure (including, but not limited to, abandoned or unoccupied buildings or parts of buildings in a state of dilapidation or disrepair), the Codes Enforcement Officer shall notify the owner that a complaint is being filed with the Township. The Codes Enforcement Officer will notify the Township of an apparent dangerous structure, and the notification to the owner will include references to relevant Township ordinances.

C. Property Status

Lots in Penn Estates are classified either as unimproved lots or improved lots. The classification of an unimproved lot changes to an improved lot when a building permit is issued for construction of a residence on the lot and construction actually begins. An improved lot status will revert to an unimproved lot status when a house is destroyed by fire, and/or after a demolition permit is acquired, the demolition is completed, the water and sewer lines are capped, and final inspection is made.

D. Functional Relationship

The total area of impervious surfaces to be built on any lot shall not exceed twenty-five (25%) percent of the total gross area of the lot. The term "impervious surfaces" means all building areas, cemented brick, stone or block patios, paved sidewalks, paved driveways and parking areas and covered storage areas.

There shall be no changes in elevations, grades, vegetation or other natural features that may cause damage or disturbance from the increased surface water run-off or soil erosion to other lot owners. Additionally, structures shall be so located as not to intrude, intercept or impede the function of a natural drainage.

No Property Owner shall interfere with the natural drainage of surface water from his lot to the detriment of another Property Owner or to block any drainage swale made to direct the flow of water from or along any street.

E. Setbacks

All lots are under and subject to the following minimum building setbacks:

Those lots located in Stroud Township: thirty-five (35) feet for the front yard, fifty (50) feet for rear yard and twenty (20) feet for each side yard.

Those lots located in Pocono Township: twenty-five (25) feet for the front yard, fifty (50) feet for rear yard and twenty-five (25) feet for each side yard.

If the premises hereby conveyed constitutes a corner lot, it is under and subject to a sight and roadway easement over a triangle the legs of which are fifty (50) feet measured along the street right-of-way lines from their point of intersection, or as noted on the recorded plot plans. [Cross reference Declaration of Protective Covenants #6].

F. Storm Water Control - Gutters, Downspouts and Drywell Construction

Grantee shall construct and maintain, on his premises, a drywell storm water collection from roof downspouts, sump pumps, and other storm water conduits incidental to dwelling improvements. The Architectural Review Board, as described, shall review the adequacy of all drywells for the improvements proposed. [Cross reference Declaration of Protective Covenants #29].

A drywell shall be an excavated pit filled with 1^{1/2} inch to 2-inch size crushed stone or clean gravel. Approximate dimensions of the pit shall be 6 feet by 6 feet by 3 feet 9 inches deep, providing a total minimum capacity of 5 cubic yards. In exceptional cases, wherein the opinion of the ARB, drywells will not be effective, water from gutters and leaders may be dispersed into the Association drainage system.

G. Excavation

No excavation shall be made on the premises except for the purpose of building thereon and only at the time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without the written consent of the Grantor. [Cross reference Declaration of Protective Covenants #19].

All excavations shall be made at the time when building operations or pipe or tank installations are to be done. Any excavation more than 2 feet in depth from natural ground level shall not be left unguarded overnight or unused for more than 3 days. Materials removed from excavations shall be stockpiled in a safe manner and protected against excessive runoff and erosion. Excavation methods must adhere to all local and state regulations.

H. Excavation Guarding

Excavations shall be properly guarded and protected to prevent the area from becoming dangerous.

I. Backfill and Grading

Lots shall be graded so as to drain surface water away from foundation walls. Surface drainage shall be diverted to Association's stormwater collection system and may not drain onto any neighboring lot. Where necessary, all drains and swales must be constructed to comply with this article. *[Cross reference Article XIX – Property Development, Building Codes and Improvement Rules, Section (3) - General Building Requirements, subsection (E) – Functional Relationship].*

Grantee shall keep water and sewer services, drainage ditches and swales located on his premises free and unobstructed and in good repair and shall provide and install in and on his premises such culverts for driveways as may be reasonably required by the Grantor. [Cross reference Declaration of Protective Covenants #28].

Backfill shall be consolidated so as to minimize settlement. No wood, trash, or rubble shall be covered by backfill around the foundation walls or be buried anywhere on the property.

J. Clearing Sites for Development

Grantees shall not clear the lot of brush or trees or do any burning of any nature whatsoever, except after having first obtained the approval of the Grantor in writing. Such approval must specify the times and manner in which such clearing or burning shall be done. All other municipal permits as may be required shall also be obtained. [Cross reference Declaration of Protective Covenants #18].

Stumps, debris or other excess natural materials shall not be stockpiled on the lot so as to cause damage to existing native growth, or in any manner or location, which will cause or result in erosion, sedimentation or disturb any natural drainage course or process.

Trees two (2) inches or greater in diameter at the soil line, shall not be removed, nor shall trees, brush or other waste materials be burned without permission from the ARB. *[Cross reference Article XIX - Property Development, Building Codes and Improvement Rules, Section (4) – Improvements and Landscaping, subsection (K) - Tree Protection Rule].*

For limitations on site, clearing see Article XIX, Section (4) (K) – Tree Protection Rule.

K. Easements

1) Drainage Easements

Permanent easements for drainage and utilities are established for each lot; five (5) feet inside and along side lot lines, ten (10) feet inside and along rear lot lines and ten (10) feet inside and along front lot lines, unless otherwise noted on the plans. [Cross reference Declaration of Protective Covenants #7].

Owners shall keep water and sewer services, drainage ditches and swales located on his premises free and unobstructed and in good repair. *[Cross reference Article XIX – Property Development, Building Codes and Improvement Rules, Section (3) – General Building Requirements, subsection (J) – Backfill and Grading].*

2) Utility Easements

Grantor, its successors, and assigns, reserves the right to utilize those portions of the premises not indicated as residential lots on the recorded plot plan for the purpose of permanent easements for the installation and maintenance of utilities and drainage facilities, said easements to be under and subject to the original uses set forth on the recorded plot plan. [Cross reference Declaration of Protective Covenants #8].

L. Blasting

All blasting shall be done in accordance with all of the PaDEP's regulations, and Stroud and Pocono Township regulations.

M. Utility Considerations

Fuel storage tanks on any lot shall either be buried below ground or placed on a solid foundation with a lattice type structure/enclosure for tanks above ground.

All utility lines and services shall be located to provide environmental protection, the convenience of installation, maintenance and safety. Excavations must comply with Article XIX – Property Development, Building Codes and Improvement Rules, Section (3) – General Building Requirements, subsection (H) - Excavation.

N. Water and Sewage Requirement

No building may be constructed or occupied on any lot of the subdivision before the sewage system, and the water system serving the lot are constructed and operating. [Cross reference Declaration of Protective Covenants #2].

Grantee, their heirs or assigns, agree to pay such charges as may be established and levied by the Grantor or its assigns for the water and sewer services including, but not limited to standby fees, user fees, and annual service fees. [Cross reference Declaration of Protective Covenants #23].

A water meter, pressure relief valve and shut off, as approved by the Grantor, shall be installed upon hookup to the water line. [Cross reference Declaration of Protective Covenants 25].

The minimum sizes of piping for Grantee hookup to the water and sewer lines will be as follows: sewer line – not less than four (4) inches, water line – not less than three-quarters (3/4) inch. [Cross reference Declaration of Protective Covenants #26].

No groundwater or stormwater from roof systems, yards, or other sources will be discharged into the sanitary sewer system. [Cross reference Declaration of Protective Covenants #27].

The central water and sewer systems which service the development are operated by [Penn Estates Utilities, Inc.] respectively, which companies are holders of certificates of public convenience from the Pennsylvania Public Utility Commission. Rates for the services are governed by tariffs as approved by the Public Utility Commission. The Grantor and its assigns have the unrestricted right to enter upon the premises and inspect and protect any utility service that may violate the utility use. Grantee hereby releases Grantor, and any agent, servant or employee of the Grantor from any and all liability for any such entry and work performed thereon. [Cross reference Declaration of Protective Covenants #30].

O. Soil, Erosion and Sedimentation Control

Property Owners or their contractors shall prepare an erosion control plan before initiating site clearing operations and keep the plan on site at all times.

During the construction phase, straw bales and/or other preventive measures shall be used for erosion control to prevent soil from washing into any stream, lake, drainage ditch or any property.

P. Pre-fabricated Homes

Pre-fabricated homes must conform to all ARB requirements. The proposed unit must generally be in accord with community-wide architectural standards.

Q. Lot/Section Signs

As of May 31, 2012, Property Owners are required to identify their property in accordance with:

- (a) Monroe County 9-1-1 addressing requirements;
- (b) Their respective Township Ordinances; and
- (c) This section of the Penn Estates Rules and Regulations.

Signage is to be installed on every property no later than the above date.

1) Numbers on house

If the house is within one hundred feet of the road and there are no obstructions such as trees, bushes, landscaping, rocks, earth or any obstacle wither natural or manmade blocking the visibility of the house, the 9-1-1 addressing numbers may be located on the house. *The numbers should be located on the part of the house that is most visible from the street. This could be on the garage.* The numbers must be of a reflective white material, each number being four inches (4") high and mounted on a darker contrasting color. The numbers and the background should be of professional quality and must be visible from the road in front of the house.

Illustration for numbers directly mounted on the house:



2) Numbers on post-mounted sign near road

If it is questionable as to whether the numbers on the house would comply with the above, then an address sign with 4" reflective white numbers on a reflective dark green backer board must be mounted to a post as per the following criteria. The dark green reflective sign board must be six inches by eighteen inches with the reflective 9-1-1 numbers on both sides of the reflective sign board so that the numbers can be read horizontally (left to right). The 9-1-1 sign must be attached to a post of a type approved by Penn Estates and located as near to the left side of the driveway as is practical, where the driveway intersects with the Penn Estates Right-of-Way, which generally is located twenty-five feet from the center of the road. Posts for addressing requirements must not be placed in any swale or ditch or physical feature that removes surface water from the property. The bottom of signs installed on posts shall be no less than three feet from the ground in Stroud Township or four feet from the

ground in Pocono Township, and the top of the sign shall not be higher than eight feet from the ground in Stroud Township or six feet from the ground in Pocono Township.

Approved sign posts are as follow:

- Pressure treated lumber, any side of which is no greater than four inches and no less than three inches.
- Steel or iron pipe, one to three inches in diameter. Pipe posts should be painted to prevent rusting and to conform to the vision of the community, to be in harmony with nature.

Note: Under no circumstances may 9-1-1 addressing signs be mounted on trees.

The address numbers must be visible from both sides, with the sign board protruding perpendicular to the roadway. Posts should be set at least sixteen inches below grade and set in concrete, unless and "E-Z Spike" is used with a wood post. (See Section (3) – Specifications for 911 Addressing Signs, for installation suggestions.)

Nothing else can be affixed to the 9-1-1 address post other than the sign and a bracket to fasten the sign to the post.

Any deviation from any of the above specifications is not allowed without approval of the PEPOA Codes Enforcement Office or the Architectural Review Board.

Proper maintenance of the 9-1-1 numbers, signs, and supports are the sole responsibility of the property owner.

Non-compliance is a violation of Penn Estates Rules and Regulations and subject to a violation and a fine being imposed on the Homeowner's account.

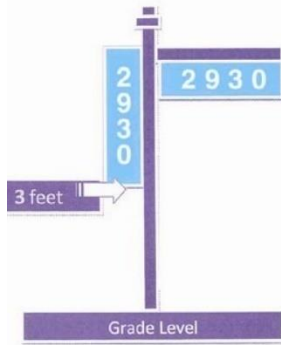
Additionally, non-compliance is also a violation of a Township Ordinance and subject to a fine from the municipality of up to \$1,000.

3) Specifications for 911 Addressing Signs

Posts for 9-1-1 addressing signs should be plumb vertical and constructed using a 4x4 pressure treated wood post or a 1" to 3" steel or iron pipe. The post or pipe may be anchored in concrete, or a Simpson "E-Z Spike" may be used to hold a wood post. The spike is driven into the ground; then a 4x4 pressure treated wood post can be placed inside the holder and fastened as per the manufacturer's instructions.

Illustration for wooden or pipe posts:

A 4x4 (nominal) wooden post or 1"-3" steel/iron pipe mounted directly in the ground.



Other means of establishing a permanent post to hold a 9-1-1 sign are possible. The above are just two ways to accomplish that. Whatever method is employed, the signpost should be located as per Article XIX – Property Development, Building Codes and Improvement Rules, Section (R) – Lot/Section Signs, subsection (2) (above) and mounted in a way that is not obtrusive or offensive and will be, minimally visible.

Any questions should be addressed to the Administration Office or Architectural Review.

4. IMPROVEMENTS, EXTERIOR REPAIRS, AND LANDSCAPING

A. Exterior Finishes

Exterior house and trim colors

House, trim and ancillary structure colors shall comply with the basic palette of the house and trim colors approved by Board of Directors and maintained by the Architectural Review Board. The approved basic colors are available at local retailers.

- 1) Prior to painting, Owners shall obtain a no-fee permit if performing the work themselves. Homeowners hiring contractors to paint shall follow the existing rules for obtaining permits.
- 2) Permits may be issued for existing house and trim colors. The exception will be homes which are subject to a current violation of the approved color palettes.
- 3) Owners wishing to use a custom color and trim patterns which deviate from the approved basic palette may apply for a variance from the Architectural Review Board. Variances are subject to the approval of the ARB; no work may commence prior to written approval being granted.

It is recommended that exterior finishes are to be compatible with the immediate areas; natural finishes are recommended, and foundation covering may be required.

B. Roofing

There is an approved standard palette of colors which are used in the metal roofing industry. If an applicant wishes to apply for a color, not on the approved palette, they may submit a variance request. Approval or denial of the variance is at the discretion of the ARB.

C. Fences

No building, structure, or fences shall be erected upon the premises hereby conveyed without first obtaining the approval in writing of the Grantor as to location, elevation plan, and design. [Cross reference Declaration of Protective Covenants #3].

In order to preserve the natural quality of Penn Estates, fences shall be permitted on a limited basis subject to the following:

- 1) Anyone seeking to erect a fence shall comply with Article XIX – Property Development, Building Codes and Improvement Rules, Section (2) - Permits, subsections (A) - Applying for Permits and subsection (B) - Filing Plans, obtaining the necessary permit(s) prior to commencing work. Written ARB approval shall include location, elevation, plan, and design.
- 2) The standard style of fencing shall meet the criteria relating to material, color, height, design, and limitations in the amount of lot coverage as defined herein.
 - a) Fences may be constructed of wood or vinyl. Fence posts shall be vinyl or pressure-treated wood. No yard fencing shall be erected using chain link, barbed wire, electrified materials, or any other type of wire fence or those fences of a stockade and/or solid privacy fencing design.
 - b) Fences shall be natural wood or approved colors being grey, black or brown tones.
 - c) Standard fences may not be more than four (4) feet in height and shall have minimum slat separation no fewer than two (2) inches apart, and a maximum slat separation of no more than four (4) inches apart.
 - d) The fence 'footprint' shall only be located in the rear of the residence, no further than five (5) feet into the side yard as measured from the rear corner of the house, and no closer than ten (10) feet to the rear property line. No obstructions shall be permitted in or on any drainage or utility easement.
 - e) Fence lines should be generally straight.
 - f) It shall be the responsibility of the homeowner to maintain fences erected on their property in good repair and appearance.
 - g) Deer fences will be permitted only if made of fine black plastic netting. Snow fences are not permitted.

D. Driveways

The Grantor grants and conveys to the Grantee the right of ingress, egress, and regress to and from Grantor's lot over and upon that portion of Grantor's land shown on street on the recorded plot plans. [Cross reference Declaration of Protective Covenants #10].

- 1) Driveways require a permit and must be constructed as approved on the plot plan.
- 2) Driveways shall be located to provide safe access to the public road and shall have the longest available sight distance in each direction, combined with the flattest grade at the point of intersection.
- 3) Excavations, fill, and surface materials shall be placed according to Article XIX, Section (3), subsection (H).
- 4) Drainage pipe made of approved material be of sufficient size and strength to provide resistance to normal traffic and deterioration, but no less than 15 inches in diameter.
- 5) The length shall extend a minimum of two feet beyond each edge of the driveway. Temporary driveways or work road clearings must include placement of culverts in swales parallel to streets and placing of crushed stone on driveways or work roads.
- 6) Attention should be given to the slope or grade of the driveway to prevent excess surface runoff and water accumulation problems.

E. Garages

A private garage for no more than three (3) cars shall be allowed provided that it is attached to the dwelling. The dwelling must contain a minimum of 1,175 square feet of living space. [Cross reference Declaration of Protective Covenants #1].

F. Satellite Dishes

Although a permit is not required for a satellite dish, Property Owners shall notify the Codes Enforcement Officer as to the satellite dish's location prior to the actual installation. Satellite dishes cannot be placed on Association property, on Association easements or in any right of way. Trees may not be cut down to improve satellite dish reception.

G. Pools

- 1) Permits are required for pools.
- 2) Pools must be installed in accordance with all Pocono and Stroud Township ordinances.
- 3) The ARB shall issue a pool permit once all requirements are met and township permits approved.
- 4) All pools must be constructed in the rear of dwellings *only*.
- 5) Whenever a pool is drained, all water from the pool must discharge into existing surface water drainage swales or into roadside drainage ditches. No pool water whatsoever may be discharged into the community sewer system or be allowed to flow onto any adjacent residential lots. [Cross reference Declaration of Protective Covenants #27]. Water should be neutralized before draining pools.

H. Athletic Equipment

The storage of athletic equipment, i.e., Basketball hoops, goal post, etc. shall be on the homeowner's property. When in use, placement in the roadways is permissible so long as it does not impede vehicular traffic. All equipment shall be removed from road side by November 1 of each year.

I. Tree Protection Rule

Grantee shall not clear the lot of brush or trees or do any burning of any nature whatever, except after having first obtained the approval of the Grantor, in writing, such approval to specify the times and manner in which such clearing or burning shall be done, as well as any other municipal permit as may be required. [Cross reference Declaration of Protective Covenants #18].

As such, the following has been developed as the standard for the trimming and selective removal of trees:

A tree is defined as a plant having a two (2) inch diameter as measured at the soil line, with a permanently woody main stem or trunk.

A permit is required for cutting, trimming, or pruning of any tree, including any dead and diseased trees.

Application to remove or trim trees shall be submitted to the administration office for review. The property owner will be notified of approval before any work, or tree trimming/removal may commence.

Clearing Perimeters

Clearing shall be accomplished with minimal cutting of trees necessary for new construction, alterations, installation of decks, driveways, garages, etc. walkways, dog pens, and any other ancillary structures are to be designed to avoid trees.

Clearing perimeters are as follows: 10 feet clearing perimeter on the right and left sides, and 20 feet clearing perimeter in front and rear of the house, deck, and garage; 4 feet clearing perimeter along the left and right sides of the driveway. Stumps, debris, or other excess natural material shall not be stocked on the lot.

Trees outside the clearing perimeter limits may be pruned of lower branches and/or diseased portions up to 20 feet in height or dead trees removed with approved permit. Tree pruning shall not extend to trees beyond the owner's lot line.

New construction, site development, and property improvements shall have the same clearing perimeter as stated above.

Other Prohibitions

Intentional defacing/ harming/ damaging of trees are prohibited. This includes the prohibition of posting signs of any and all kinds, on trees.

Violations

Trees removed or pruned without a permit and/or removed outside the allowed clearing perimeter are subject to fine.

J. Dog Pens/Runs

Dog Pens/Runs shall be permitted on a limited basis subject to the following:

Anyone seeking to erect a dog run or pen shall comply with Article XIX – Property Development, Building Codes and Improvement Rules, Section (2) - Permits, obtaining the necessary permit(s) prior to commencing work. Written ARB approval shall include location, plan, and design and shall conform to the following:

- 1) Dog pens/runs shall be located to the rear of the house but no further than 10' from the rear of the dwelling.
- 2) Dog runs shall be of a design that is no larger than 100 sq. ft., (i.e., 5' x 20', 10' X 10', etc.) with the longest dimension parallel to the house.
- 3) Dog runs shall be no higher than 6' high
- 4) Structures must be of an open design, either chain link or fully enclosed of design with fencing type that is consistent with the rules on fences. A closed stockade type fence will not be permitted. If solid covering is used, so as to provide shelter from the elements, the cover shall not exceed 75% of the top. Tarps will not be permitted for this purpose.
- 5) Structures shall not be visible from the roadway (facing the dwelling from the road in front of the house).
- 6) Fencing lines should be generally straight.
- 7) Fencing shall be adjusted to avoid trees. No permit for the removal of a tree shall be granted for the convenience of erecting a dog run.
- 8) It shall be the responsibility of the homeowner to maintain dog runs erected on their property in good repair and appearance. Pursuant to Article XIX, Section (6) – Environmental, Safety, and Sanitary Rules, subsection (J) – Property Maintenance, should a dog run fall into disrepair or appearance, the homeowner shall receive notification to either make repairs or remove, depending on the circumstances. Repairs or removals that are not completed within the allotted time frame shall be considered in violation of the Property Development and Improvement Code.
- 9) Dogs may not be kept in the enclosure if they become the subject of barking complaints. *[Cross reference Article XIV - Rules for Pets, #7(B)].* Use of a dog run is contingent upon no excess noise/nuisance barking complaints; this could result in the homeowner being required to remove the structure.
- 10) Owners wishing to deviate from the standards set forth above may apply for a variance from the Architectural Review Board. Variances are subject to the approval of the ARB; no work may commence prior to written approval being granted.

5. CONTRACTOR REQUIREMENTS

A. Responsibility of Contractors

Property Owners, builders, and contractors responsible for violating, misuse or not adhering to any code or deed restriction will be identified as being in violation of the PEPOA ARB standards and as such the Association, or ARB will not grant any permits or services until the violation is resolved and all fees and costs are paid. A second offense will cause increased violation fees and costs and possible suspension. Any additional violations will result in suspension of the builder, contractor or property owner from performing any work or services in the Development.

B. Liability

Property Owners and/or building contractors shall, during the entire period of work, keep in full force and effect a policy of public liability and property damage insurance with respect to the construction site and the community, with the Association listed as Additional Insured.

C. Plan Changes

Written approval must be obtained from the Codes Enforcement Officer to alter or deviate from the plans and specifications as submitted at the time of obtaining original Permit approval.

D. Cutting of Roads

Prior approval is required for crossing over or under or opening of any road for any purpose whatsoever.

E. Work Schedules

Starting time from Monday through Saturday shall be no earlier than 7:00 am, and work must cease before dusk. Construction activities on the site or on the exterior of any building shall not be permitted on holidays or Sundays. Holidays observed will be New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

F. Completion of Projects

Written approval must be obtained from the Codes Enforcement Officer or designee at least 15 days prior to the expiration date of the permit for any extension thereof. Once all work is completed, Owners must contact the Codes Enforcement Officer to close the permit.

G. Final Restoration

Upon completion of construction work, all excess materials, debris, containers and any other trash or waste resulting from any phase of construction activity shall be removed from the site within one (1) week.

6. ENVIRONMENTAL, SAFETY AND SANITARY RULES

A. Burning

1. Recreational burning is permitted without a permit when the following directions are obeyed:

(a) Only natural firewood, manufactured fire logs, or gas-fueled units. No construction material to be burned, examples of but not limited to painted, varnished or coated wood with similar material, or pressure-treated;

(b) The fire must be contained in a manufactured free-standing fire pit not exceeding three feet in diameter and placed on a non-combustible base or a permanently constructed fire pit lined with a noncombustible material such as brick, rock, and concrete;

(c) All permitted fire pits must be located a minimum of 10 feet away from any structures or combustibles, including but not limited to, houses, garages, propane tanks, woodpiles and trees, and docks, and the fire pit must be entirely covered by a fine metal screening to prevent flying embers;

(d) The fire must always be attended and supervised by an adult until the fire has been completely extinguished;

(e) A connected garden hose or other means to extinguish the fire must be readily available;

(f) The use of flammable or combustible liquid accelerants is not permitted; and

(g) Recreational fires are not allowed on windy days when the smoke may create a nuisance for nearby neighbors.

2. The burning of garbage, refuse, leaves, weeds, brush, stumps, asphalt, plastic, rubber, wood other than described above in subsection 1(a) is strictly prohibited.

3. When a burn ban is in effect by Stroud Township, Pocono Township, or Monroe County, no burning is permitted.

4. This Rule does not apply to grilling or cooking using charcoal, wood, propane, or natural gas in cooking or grilling appliances, which are allowed.

5. Any person utilizing or maintaining an outdoor fire shall be responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.

B. Trash and Debris

Garbage and trash collections will take place at the roadside. Containers may be placed at the roadside the day before contracted pickup and removed prior to 11:59PM on the day of pick-up. It is the responsibility of the Property Owner to provide trash pick-up for their property.

All garbage, debris, trash, and rubbish shall be kept in sanitary containers at all times, and promptly removed. No unlicensed or unregistered motor vehicles or farm implements shall be permitted on the premises of any of the roads herein. No junk, building material clothesline or similar apparatus or other items that would tend to degrade the development shall be kept on the premises. [Cross reference Declaration of Protective Covenants #15].

The Property Owner agrees to remove any such items within five (5) days after notice from the Association. In the event these items are not removed within five (5) days, the Association has the right to enter onto the premises for the purpose of removal of the rubbish, and the Property Owner must pay the reasonable cost of such removal and subsequent storage, if warranted, of same.

C. Use of PODS, Bagsters or Dumpsters

Use of temporary units shall be allowed, subject to the following:

- 1) A permit shall be obtained prior to placing Bagsters, dumpsters, or temp Storage Units (PODS) on the property. Units may not remain on the property more than 30 days.

D. Front Yard Storage

Stacked firewood piles may be located and stored in the rear or side of the home, at least ten (10) feet inside the property line. Building, landscaping, household or any type material shall not be stored, stacked or placed in the front yard.

E. Yard Sales

Community yard or garage sales, auctions or flea markets shall be permitted only in an area designated by the ARB or the Association.

F. Clotheslines:

The use of outdoor clotheslines, clothes trees or any other similar apparatus for the outside drying of laundry is not permitted. *[Cross reference Declaration of Protective Covenants #15, and Article XIX – Property Development, Rules, Section (6) – Environmental Safety and Sanitary Rules, subsection (B) – Trash and Debris].*

G. Tent/Trailers/Mobile Home

No tent, trailer, mobile home or temporary type of structure of any kind shall be placed or used upon any part of the premises at any time. The Grantee agrees to remove any such tent, trailer, mobile home, or temporary structure within five days after notice from the Grantor and in the event same are not removed within five days, the Grantor reserves the right to enter onto the premises thereby conveyed, for the purpose of inspecting and/or removing any of said objects, and subsequent storage of same if required. The parking, as opposed to usage of licensed recreational vehicles, shall not be construed to be in violation of this article. [Cross reference Declaration of Protective Covenants #16].

H. Snow Removal

The placing of snow in the roadway shall not be allowed. This is done to ensure the safety of all vehicles on the roadway; therefore, those found doing so may be subject to a fine.

I. Property Maintenance and Drainage Swales

Each Property Owner shall maintain their property and all improvements and structures thereon in a good and clean condition and in a safe manner. Weeds, grass and other ground cover vegetation, other than shrubs or trees, will not exceed 12 inches in height.

Grantee shall keep water and sewer services, drainage ditches and swales located on his premises free and unobstructed and in good repair and shall provide and install in and on his premises such culverts for driveways as may be reasonably required by the Grantor. [Cross reference Declaration of Protective Covenants #28]. Property Owners are responsible for the maintenance and repair of their driveway and culvert. This includes keeping the culvert clear of dirt, stone, leaves or other material which impedes or blocks the proper flow of surface water and replacing the driveway culvert pipe when it deteriorates.

If the Property Owner fails to maintain the property, the Association may, on not less than thirty (30) days written notice to the Property Owner, unless an emergency dictates otherwise, enter upon the lot as often as the Association deems necessary to maintain, repair and restore same, including, without limitation, to cut down weeds, grass and other vegetation thereon and remove hazardous trees therefrom. Any such action shall be at the Homeowner's expense.

The exterior of all structures located on any lot shall be maintained by the Property Owner in good repair and appearance. If any Property Owner shall fail to do so, the Association may, in its opinion and on no less than thirty (30) days written notice to the Property Owner, go on the lot and take such action as may be deemed necessary to put the structures thereon in a state of good repair and appearance. Any such action shall be at the Homeowner's expense.

7. NO-IMPACT HOME-BASED BUSINESS

Definition: "No-Impact Home-Based Business"

This is a business or commercial activity administered or conducted as an accessory use which is clearly secondary to the use as a residential dwelling and which involves no customer, client or patient traffic, whether vehicular or pedestrian, pickup, delivery or removal functions to or from the premises, in excess of those normally associated with residential use. The business or commercial activity must satisfy the following requirements:

1. The business activity shall be compatible with the residential use of the property and surrounding residential uses.
2. The business shall employ no employees other than family members residing in the dwelling.
3. There shall be no display or sale of retail goods and no stockpiling or inventory of a substantial nature.

4. There shall be no outside appearance of a business use, including, but not limited to, parking, signs or lights.
5. The business activity may not use any equipment or process which creates noise, vibration, glare, fumes, odors or electrical or electronic interference, including interference with radio or television reception, which is detectable in the neighborhood.
6. The business activity may not generate any solid waste or sewage discharge in volume or type which is not normally associated with residential use in the neighborhood.
7. The business activity shall be conducted only within the dwelling and may not occupy more than 25% of the habitable floor area.
8. The business may not involve any illegal activity.

Registration- Local municipal zoning registration is required for this no-impact in-home business activity. The activity is granted a general zoning approval conditioned upon compliance with all the conditions which define this limited accessory use. A copy of the Municipal Registration must be submitted to the PEPOA Administration Codes Enforcement Officer (CEO), and a copy of the "no-impact" regulations must be signed by the owner and kept on file.

Enforcement of complaints - Complaints are subject to inspection of the premises by the CEO. A violation notice and fines will be issued if the activity is found to violate any of the conditions.

Repeat Offenses - If a premise is found to be in violation of the restrictions governing the "No-Impact Home-Based Business," the owner will be issued a notice to cease and desist and fines will be issued daily by the Association until the owner signs an agreement to cease the activity. If the owner/resident fails to comply, the association will seek action in a civil court of law.

8. VIOLATIONS

Any owner or owners of a property in Penn Estates under development or improvement that is in violation of this code, or any contractor or other person who shall fail to comply with any of the requirements or provisions of this code, or who deviate from the conditions of the approved plan and specifications shall be subject to a penalty or fine. Accordingly, work shall cease until fines, fees, and other costs are paid, and all items in violation are removed or corrected.

Fines associated with Violations may increase if the problem is not corrected; depending on the circumstance, additional costs may be incurred to include the cost of inspections, repair, replacement, violation cure, and legal fees. A subsequent violation fine will be assessed for each month a violation remains uncured.

A. Appeals

A Property Owner shall have the right to appeal a decision of the Codes Enforcement Officer as it relates to a code violation. Within fifteen (15) days of the date of the decision

Upon receipt of the written request on form provided by PEPOA for an appeal within the proper time period, the ARB shall schedule a hearing within thirty (30) days from the date of receipt of the request.

The Property Owner requesting the appeal shall be notified of the date, time and place of the hearing. The Property Owner may either appear in person to present any materials, documentation, testimonials or witnesses to substantiate the property owner's position or submit the material if they are unable to appear.

The ARB shall communicate its decision to the property owner within fifteen (15) days of the closing of the appeal hearing.

B. Secondary Appeals

The Property Owner shall have the right, within ten (10) days of the receipt of the notice of the decision of the ARB, to appeal, in writing, to the Board of Directors for a review of the ARB decision. On the appeal, the Board shall limit its inquiry to a review of the regularity of the proceedings, whether they were conducted in good faith, whether or not the named homeowner was accorded a full, fair hearing, and whether any new information is presented that was not available to the ARB at the time of its hearing. In its sole and absolute discretion, the Board may, for good cause shown on such appeal, modify the judgment of sanctions previously rendered.