

RULES AND REGULATIONS UPDATED JANUARY 2017

I. DEFINITIONS

The following terms and phrases shall be defined as follows, unless the context clearly indicates otherwise:

1.1 **"Association"** means the Lake Adventure Community Association, Inc., also referred to as LACA, a Pennsylvania not-for-profit corporation.

1.2 **"Board"** means the Board of Directors of the Association elected pursuant to provisions hereof and the By-laws.

1.3 **"By-laws"** means the By-laws of the Association.

1.4 **"Campsite"** means any numbered Lot in the community designated on a Plat to be used in accordance herewith for camping purposes.

1.5 **"Committee"** means any group (composed of LACA members in good standing) appointed and/or approved by the Board of Directors, authorized to perform specific advisory duties for the benefit of the Board of Directors.

1.6 **"Common Area"** means any and all real property designated as such on a Plat and all real property acquired by the Association, or otherwise, together, in each instance, with all improvements which may be at any time constructed thereon, including, but not limited to Roads, Utility Facilities, recreational and community facilities, lakes and parks.

1.7 **"Declaration"** means the First Amended and Restated Declaration of Restrictions, Covenants, etc., dated January 1, 1997 as the same may be amended or supplemented from time to time.

1.8 **"Development"** means all of the real property comprising LAKE ADVENTURE, as shown on the Plats recorded by Lake Adventure Inc. in the Recorder's Office and identified thereon as Plat Maps of Lake Adventure, including any real property annexed thereto as provided herein.

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1.9 “**Household**” means one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) adult persons, not so related, who, in each instance, regularly and customarily reside together in the same house or home as a principal residence.

1.10 “**Improvement**” means any building, structure, outbuilding, including storage sheds and garages, streets, roads, driveways, parking areas, fences, retaining or other walls, decks, platforms, piers, patios, hedges, poles, antennae and any other structure, alteration to, or decoration of, real property of any type or kind. It shall also include skirting, landscaping, lighting and the alterations or reconstruction of the recreational vehicle.

1.11 “**Lot**” means any numbered, named or lettered tract of real property with such boundaries as are shown on a Plat within the development.

1.12 “**Owner**” means any person, or persons, who hold(s) fee simple title to any Campsite.

1.13 “**Permit**” means an application for any site “Improvement”, recreational vehicle placement, or any other required situation. The property owner must obtain and return the completed form to the LACA Administration Office during regular business hours. A fee may be required.

1.14 “**Utility Facilities**” means all property, real, personal or mixed acquired or constructed by the Association and used or useful in connection with providing water supply service, sanitary sewage collection and disposal service and electric service to Campsites within the Development, or providing such other services as shall be determined by the Association to be useful or necessary to Campsites or the Development.

II. RECREATIONAL VEHICLES AND TENTS

DEFINITIONS:

2.1 “**Recreational Vehicle**”, (“**RV**”) means a vehicular type unit initially designed and factory-manufactured as temporary living quarters for recreational, camping, or travel use (and licensed or permitted to travel on state highways by the Commonwealth

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of Pennsylvania), which either has its own motive power or is mounted on or drawn by another motor vehicle. Recreational Vehicles shall include:

(a) **Travel Trailer:** a vehicular unit, mounted on wheels, of such size or weight as not to require special highway movement permits when drawn by a motor vehicle, initially designed and constructed to provide temporary living quarters for recreational, camping, or travel use.

(b) **Park Model:** A vehicular unit, mounted on wheels, of such size or weight as to require a special highway movement permit when drawn by a motorized vehicle designed and constructed to provide temporary living quarters for recreational, camping or travel use and of a size no more than four hundred (400) square feet. **(AMENDED 10/2006)**

(c) **Truck Camper:** a portable unit initially designed to be loaded onto, or affixed to, the bed or chassis of a truck, constructed to provide temporary living quarters for recreational camping or travel use.

(d) **Motor Home:** a vehicular unit built on a self-propelled motor vehicle chassis, initially designed to provide temporary living quarters for recreational, camping or travel use.

(e) **Camping Trailer (Pop-up):** a vehicular unit mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle and unfold at the campsite and designed to provide temporary living quarters for recreational, camping or travel use.

(f) **Other:** such other temporary living unit, vehicular or otherwise, as shall be approved by the Board.

2.2 **Tent:** a movable shelter made of canvas or other similar new materials, supported by a pole or poles and designed and manufactured to provide temporary living quarters for recreational and camping use.

**III. RECREATIONAL VEHICLES,
TENT PLACEMENT AND
IMPROVEMENT RESTRICTIONS**

3.1 The following restrictions shall be applicable to all campsites within the community and all campsite Owners and each Owner covenants to observe and perform the same.

(a) No improvement or any mobile home designed for permanent occupancy may be erected or placed on any campsite. All Recreational Vehicles in the Development shall be maintained in a transportable condition at all times.

Examples: 1) removal of tires is prohibited
2) trailer hitches must remain as per manufacturer's specifications

(b) No Campsite shall be the primary and principal residence of the Owner, or any other occupant thereof, it being the express intention of the Association that each Campsite be used and occupied only for camping and recreational purposes by a Household. The campsite shall not be used as the basis for establishing residency for voting, driver's license, attendance at local schools, filing state and local tax returns or other similar uses.

The Association has the authority to request from any property owner, guest or renter proof of primary/permanent residency.

(c) Any Owner may be required to remove a Recreational Vehicle for a period of 24 hours, for health and safety purposes only, unless such Owner can establish a prior removal within the immediately preceding 12 months.

The decision for such removal lies solely with the Board of Directors.

(d) All improvements constructed or placed on any Campsite, or any Platform or Recreational Vehicle placed on any Campsite shall first have the written approval of the Board or its designee. Such approval shall be granted only after written application has been made to the Association in the manner and form prescribed by it. The application to be accompanied by plans and specifications, where applicable, shall indicate the location of all Improvements proposed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which

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the Association may require.

(e) Any contractor performing any type of work inside Lake Adventure must supply Lake Adventure Community Association with a certificate of insurance for all work undertaken, along with worker's comp policy or a signed waiver of same.

3.2 **Permits:** a **placement permit** for recreational vehicles or tent, screen house or gazebo platforms must be obtained from the Association and approved prior to placement, showing the exact setbacks adhered to during placement of the recreational vehicle or platform and adhering to the definitions of recreational vehicles and platforms. The permit shall also contain the make, model number, size and VIN or serial number of the RV. **In the event that a gazebo is placed directly on the ground, a placement permit must nevertheless be obtained showing the exact setbacks adhered to during the placement thereof.** (Approved 3/19/05)

Fee: There will be a Trailer Placement Permit fee, as designated by the Board, for each trailer delivered and/or relocated. This fee will be to help defray the cost associated with the Campsite Maintenance Inspector who has the responsibility of verifying that all placements are in accordance with their respective Trailer Placement Permits.

Delivery: Trailer delivery is restricted to the following days only: Tuesdays, Wednesdays, and Thursdays subsequent to the approval of the placement permit as explained above and further subject to Property Manager approval. RV dealers are responsible for proper placement as shown on the Trailer Placement Permit.

3.3 **Placement:** All improvements must conform to the setback restrictions noted below. The individual site Owner shall be responsible for the continuing conformance to setback and easement requirements upon completion and final approval of the Association.

Any subsequent replacement or movement of same shall require a new approved permit.

(a) Setback Requirements: each Recreational Vehicle, Platform or Gazebo located directly on the ground placed upon a Campsite shall be at least:

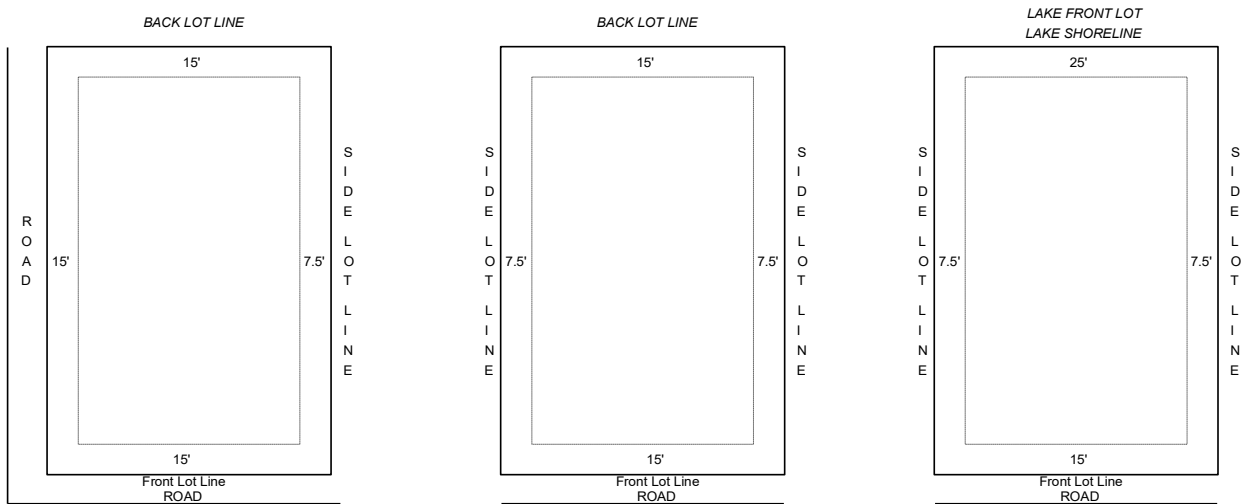
- (1) 15 feet from the front Lot line or road(s) line(s);
- (2) 15 feet from the back Lot line;

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- (3) 7-1/2 feet from side Lot lines; and
- (4) 50 feet from the shoreline of any body of water, using, in the case of a lake, the line resulting upon normal lake elevation.
- (5) No new incoming trailer, or their tip outs, may be placed over existing utilities. **(Effective 8/2006 – LACA Board of Directors)**

In the case of Recreational Vehicles, each of said setbacks shall be measured from the edge of the chassis, excluding tip-outs, slide-outs, and hitch.

(b) SETBACK REQUIREMENTS - EXAMPLES



Easements: The following easements over each campsite and the right to ingress and egress to the extent reasonably necessary to exercise such easements are reserved to the Board of Directors or its designee. The individual property owner shall be responsible for conforming to the following easement requirements.

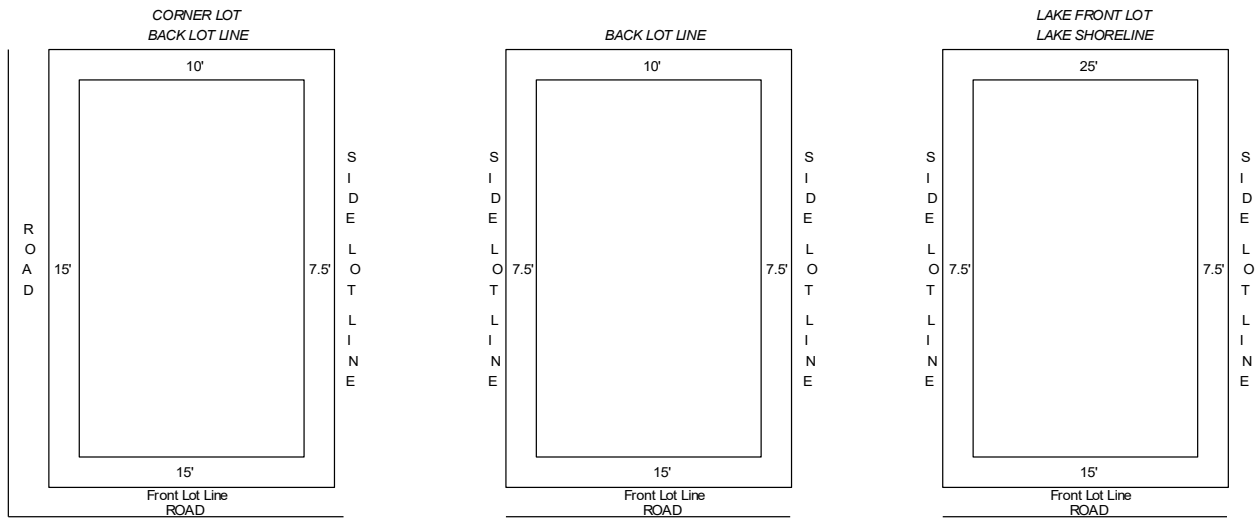
- (1) A **7-1/2 foot** wide strip running along the inside of each **side Lot line**, a **15 foot** wide strip running along the inside of the **back Lot lines** and a **15 foot** wide strip running along the inside of the **front Lot lines** of each Campsite for the purpose of construction, installation, operation and maintenance of drainage courses, culverts, etc., and Utility facilities, including telephone, radio and TV transmission lines, if any, and including the accessory right to locate guy wires, braces or anchors, or to cut, trim or remove trees, shrubs or plantings wherever necessary.

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(2) A **50 foot** wide strip running along the inside of all Campsite lines coincident with the shorelines of any lake or water course in the Development for the purpose of shoreline maintenance and public access.

(3) A **15 foot** wide easement running along the inside of all Campsite lines coincident (parallel) with Road right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.

EASEMENT REQUIREMENTS – EXAMPLES



(4) When property lines are questioned by the Owner, the Owner is responsible for establishing the corners of the property by a professional survey and shall bear all the cost of this survey.

3.4 Easement Restrictions: No improvements shall be placed on or within these easements without prior variance approval from the Board of Directors. The Board of Directors may grant personal variances or adjustments from the provisions in the Declaration.

To obtain a variance, one must provide particular need or hardship and exhibit no immediate or long-range detriment to surrounding properties or common grounds. The granting thereof shall not be materially detrimental or injurious to Owners of other campsites (or others). The Board of Directors shall contact any potentially affected adjacent property owner(s) to ascertain and consider any possible objections (referring to requests for variances only).

Variances shall only be granted on an individual basis and are not transferable.

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Upon transfer of ownership, new property owners may reapply for re-issuance of any existing variance.

(a) **Landscaping:** Permanent landscaping in easement areas is subject to removal if the need arises without recourse by the owner.

3.5 **Limit of Occupancy:** Except with the consent of the Board of Directors or its designee no more than one Recreational Vehicle or Platform may be erected or placed upon a Campsite.

(1) The use of multiple recreational vehicles and/or tents is restricted to one of the following:

(a) One (1) recreational vehicle. **(Effective 4/22/16, as per Dingman Township: Only (1) RV is allowed on property as per Section 437F of the Dingman Twsp Zoning Ordinance)**

(b) One (1) recreational vehicle plus one (1) tent.

(c) Two (2) tents (both tents must abide by placement restrictions).

(d) One (1) motor home when it is primary living quarters and one (1) tent.

V. CAMPSITE IMPROVEMENTS AND RESTRICTIONS

4.1 **Permits:** Prior to improving any campsite, a permit application must be secured from the LACA Administration Office. Once the application is completed in full and appropriate Association fees paid, it will be forwarded to the LACA Office for approval. Approval will be based on its conformance with Improvement Guidelines and Restrictions. A copy of the permit must be displayed and visible at site during applicable period. Permit fees shall be determined by the Board of Directors.

The Association may disapprove any application:

(a) If it does not comply with the Lake Adventure Community Association's By-laws, including the amended Declaration of Restrictions, Covenants, etc. of 1/1/97 or the Association's Guidelines, Requirements, and, these Rules and Regulations; or

(b) Because of the reasonable dissatisfaction of the Association with grading plans, location of proposed improvements on a campsite, location of a proposed

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platform or recreational vehicle on a campsite, finished ground elevation, color scheme, finished design, proportions, architecture, shape, height, or style of the proposed improvement, and materials used therein; or

(c) If it violates any setback, or ordinance or statute, or encroaches upon any easement or right-of-way of record.

(d) Permits requiring Township permits along with LACA permits are for: Trailer Placement, Decks, Screen rooms, and platforms. Also, retaining walls taller than 36" in height.

4.2 **Final Site Improvement:** After completion of improvements, Lake Adventure Community Association's Campsite Placement and Building Inspector or authorized designee will inspect the improvement to assure compliance with previously issued permit before issuing a final site improvement permit. Every improvement must have a final site improvement permit on file.

4.3 **Time Restrictions:**

(a) No improvements may begin until applicable application is approved and formal permit is issued to Owner. Approval or disapproval of the permit application will be given within seven (7) days of submission. (Be sure your contractor is reliable and aware of permit restrictions.)

(b) Any approved improvements shall be completed as approved within three (3) months following approval of permit.

4.4 **Permit Approval:** Notwithstanding the approval by the Association of plans and specifications or its inspection of the work in progress, neither the Association nor any authorized person acting on its behalf shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Association, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

V. GUIDELINES, SPECIFICATIONS AND REQUIREMENTS

5.1 Storage Shed

- (a) Shed is to be utilized for storage purposes only. Sheds shall not be used for occupancy.
- (b) Shed shall not exceed 80 square feet (total interior floor area).
- (c) Shed is to be no more than 8 feet in height (to the peak or inside height measured from the floor).
- (d) Exterior walls must be 90 degrees from the floor platform to the roof.
- (e) The Shed's platform cannot be connected to the deck, RV, or to another platform.
- (f) Other than temporary electric (plug-in type), installation of any utility to the shed is not permitted. Heating or air conditioning is not permitted.
- (g) Shed must be kept in good condition and structurally sound.
- (h) Only one (1) shed is permitted on a campsite.

5.2 Deck

- (a) Deck shall not exceed 300 square feet in total area (excluding ramps or stairs). Deck shall not obstruct removal of recreational vehicle or encroach upon placement restrictions.
- (b) Deck shall not be attached to the recreational vehicle.
- (c) Minimum wooden construction standards for decks: nominal 4" x 4" posts, 2" x 6" joists, decking 5/4" in nominal thickness; railings of wood.
- (d) Deck floor shall be designed to support a minimum uniform live load of 40 pounds per square foot.
- (e) Deck rails shall be capable of supporting 20 pounds per linear foot live load - height beginning at top of deck not to exceed 48" to the top of rail.

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(f) The length and width of ramps or stairways shall not exceed their necessity for use.

(g) Only one (1) deck is permitted on a campsite.

5.3 **Platform (Screen house, Gazebo or Tent)**

(a) Platform must not be attached to the deck, trailer or any other platform. It shall be its own freestanding structure. Platform should not exceed two (2) feet on all four (4) sides of its APPROVED structure.

(b) A platform may be constructed for either a screen house, gazebo or a tent but not for more than one of the foregoing.

5.4 **Tent**

(a) The maximum size shall be 196 square feet. (14 x 14)

5.5 **Awnings, Screen Houses and Gazebos**

(a) Awning and screening shall be roll-up or removable type or prefab kits when attached to the recreational vehicle.

(b) Awning and screen house roof must be removed from December 1st to April 1st each year.

(c) A freestanding screen house (four or more sided) or a three sided screen enclosure must be commercially fabricated of aluminum and/or other materials approved by the Board or its designee. Wood is permitted by the Township as long as it meets the requirements of their Zoning Building specs, but must be wrapped in either aluminum or vinyl. It may be placed on the deck, but the maximum size of the approved deck is still 300 square feet.

(d) Three sided screen enclosure, which abuts to the trailer (RV) must only use the deck, as its floor and structure cannot exceed the 300 square footage of the approved deck and may not have windows of any kind.

(e) Roof material for awnings and screen houses shall be limited to canvas, vinyl or cloth material or prefab hard top kits.

(f) A freestanding gazebo (four or more sided) must be commercially fabricated or wood or plastic resin and/or other materials approved by the

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Board or its designee. A gazebo may be placed on the deck, but the maximum size of the approved deck is still 300 square feet.

(g) Permits are required for all screen houses and screen enclosures and gazebos.

(h) Free standing screen houses or gazebos shall not exceed 144 square feet total floor area.

(i) Only one (1) screen house, three-sided screen house enclosure or gazebo is permitted on deck or platform.

5.6 Skirting

(a) Deck: Skirting around deck is limited to lattice and only for decorative use.

(b) Recreational Vehicle: Permanent installation of skirting around RVs is prohibited. Skirting around RVs is limited to lattice, fiberglass, vinyl or aluminum siding installed in a non-permanent and easily removed assembly.

(c) Lattice may be backed by non-rigid, roll able type plastic.

5.7 Exterior Lighting

(a) Exterior lighting may include one (1) streetlight, not to exceed 60 watts and not to exceed a mounting height of six (6) feet, patio lights, and low-level voltage driveway lights. RV or other exterior lighting shall be limited to 130 watts per bulb. Maximum total wattage in use for all outdoor lighting must not exceed 450 watts. No lighting may be attached to trees, this includes bug zappers.

(b) Such lighting shall be maintained in safe and proper working order.

(c) All lights must be off during daylight hours or when premises are unoccupied for more than forty-eight (48) hours.

5.8 Fences and Clotheslines

(a) All lots shall be kept free and open and no fences, ledges, or walls shall be permitted thereon, unless constructed of natural or man-made (manufactured to resemble natural) materials, at a height of 36 inches or less, and approved by the Board or its designee. No solid (having no breaks or divisions), stockade nor privacy or

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modesty fences shall be permitted. Rail support posts are not to exceed 42 inches in height.

- (b) No clotheslines (or alike) shall be permitted on any lot at any time.

5.9 **Landscaping**

(a) Permit is required for roadside (within 15 feet of road) plantings of shrubs and/or hedging. Roadside plantings, shrubs or hedging are not to exceed 36 inches in height and must be so maintained.

(b) Any changes in site topography such as excessive removal or addition of soil or gravel is an **improvement**, and, therefore, requires an **approved** permit, as determined by the Board of Directors or its designee.

5.10 **Docks on the Lakefronts**

(a) No docks, pier or other similar structure may be erected, constructed or placed within the lake or along the shore line of the lake or streams.

(b) Community docks, piers or other structures may be provided by the Association.

5.11 **Paint Colors**

(a) Deck, shed, fences, etc., must be earth tones or natural in color.

(b) Any change to existing color of deck, shed, fences, recreational vehicles, etc., requires a permit.

5.12 **Fireplaces**

(a) No open fires of any kind shall be permitted on any Campsite except within the confines of a masonry fireplace, barbecue pit, clear space of ground encircled with large stones, a metal cooking device or a metal brazier.

(b) Any fireplace exceeding 30" in height requires a permit. Campfires shall be limited to 3' feet (36") after the initial burn. **(Amended 5/24/03)**

(c) No burning of treated wood, leaves, or similar refuse shall be permitted.

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No burning of trash or garbage shall be permitted. All fires must be attended at all times with the presence of a charged hose, or other means of extinguishment, and thoroughly extinguished upon completion of use.

5.13 **Removal of Trees**

(a) No live trees over three (3) inches in diameter may be removed from any Campsite without the approval of the Association. No live trees or natural growth of any kind shall be removed or cleared within the setback areas of a Campsite without the approval of the Association, unless it is an immediate hazard to health and safety. Trees removed that are alive must be replaced with either a seedling or bush.

(b) It shall be prohibited to cut, mutilate, destroy or remove trees or shrubs or parts thereof, or to do any other act to the detriment of the **COMMON AREAS** without the approval of the Association; or to other **LOTS** without the **APPROVAL** of the **LOT OWNER**. It shall be prohibited to remove sand, stone, slate, clay or other minerals, or other property from such land or water on **COMMON AREA** or other lots without **APPROVAL** of the Association or other **LOT OWNER** respectively.

(c) Trees that are a hazard to the health and safety of your R.V. or to adjacent R.V. or the attachments: Deck, Screen Houses, Power, Cable Lines, etc., must be reported to the Association and removed.

5.14 **Propane Tanks**

(a) Propane tanks, which are not attached to a recreational vehicle, must be placed in a safe location in accordance with State and Local regulations.

(b) All propane tanks in excess of 50 lbs. must have a relief valve, and must be the upright-cylindrical type.

(c) Exterior propane tanks shall not be enclosed.

5.15 **Utility Facilities**

(a) Uses and restrictions: All individual sites are equipped to provide the necessary utilities required to support one (1) recreational vehicle only and the use and enjoyment of the utility facilities by Owners shall be subject to reasonable rules, regulations and penalties for the misuse as shall be adopted from time to time by the Association.

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(b) Tampering with, modification, alterations or replacement of any parts of any utility facility shall not be permitted without the prior approval of the Association. **Effective 1/1/07, AMENDED to read – either the LACA Maintenance Department, or a Licensed, insured contractor is permitted to repair utilities.**

(c) Excessive use of utility facilities shall be prohibited. The Board of Directors may prohibit, or may impose special charges for: excessive use of electric energy for space heating, water heating, air conditioning, washer/dryer, dishwasher or refrigeration purposes and the use of water supply system for washing motor vehicles, recreational vehicles or lawn sprinkling breaker maximum per site for which the electric distribution system was designed. **(Unless upgraded to 50amp service)**

(e) The Association reserves the right to discontinue water service to any individual site when water is being used on an unoccupied site. The Board of Directors and/or its designee shall be held harmless for any damages that may result from water discontinuance, i.e. frozen pipes, etc.

(f) The Association will NOT be responsible for loss due to power surges, electrical strikes, or any other uncontrollable acts of nature. However, property owner's food loss (due to the negligence on the part of LACA) is set at a maximum of \$200.00. **(ADDED BY LACA BOARD OF DIRECTORS 8/2006)**

1. Property Owners are responsible for the maintenance and replacement cost of their sewer lateral from the clean out pipe. If there is no clean out pipe on property, owners will be responsible from their property line.
2. Property Owners are responsible for the maintenance and replacement cost of their lot box and electric line from the street box connection. Property owners that have the upgraded electric are responsible for their line and plug coming from their trailer to the lot box.
3. Property Owners are responsible for the maintenance and replacement cost of their lot hydrant and water line from the water shut off.

Lake Adventure as a community is responsible for the maintenance and replacement of all utility facilities up to the points indicated in 1,2,3 above. **(ADDED BOARD OF DIRECTORS JUNE 16, 2007.)**

5.16 **Recreational Vehicle Maintenance**

(a) Recreational Vehicles shall be at all times maintained by the owner in such a manner as to prevent them from becoming unsightly, unsanitary, unremovable or a hazard to health or safety.

(b) Recreational Vehicles when repaired must be constructed of original type

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materials and equipment only. Alterations such as the addition of roofs, tip-outs, etc., are prohibited. Existing RV siding may be replaced by vinyl or other materials commonly used on Recreational Vehicles, subject to approval of the Building & Code Enforcement Officer. **(Amended by the Board of Directors July 21, 2001.)**

- (c) Tires must be kept on Recreational Vehicles at all times.
- (d)** R.V. Hitch: Removal of only bolted-on hitch (tow bar) is permitted, provided the hitch and all attachment hardware remain with the R.V. and is available at all times.
- (e) TARPS** must be removed from trailers by May 31st of each year and can be replaced on October 15th of each year. If a tarp is needed at any other time, a request must be put in writing by completing a tarp extension permit with approval from the Compliance Officer. **(ADDED 9/2006 BY BOARD OF DIRECTORS)**

5.17 **Waste Disposal**

(a) It shall be prohibited to bring garbage or trash from outside Lake Adventure to be disposed or discarded in Lake Adventure.

(b) No owner, occupant or guest of any campsite shall permit the dumping or placement of any sanitary sewage or other waste anywhere on any campsite or elsewhere within the community except in places designated therefore.

(c) Garbage and trash receptacles should NOT be kept outside your trailer, but brought to the compactor area as soon as possible.

5.18 **Signs**

No person except the Board of Directors or its designee shall erect or maintain any for sale or commercial sign or advertisement in the Development. Name signs, no more than 576 square inches in size are permitted.

5.19 **Statues and Figurines**

Statues and figurines, lawn decorations and images should not detract from the natural beauty and environment of the community.

5.20 **Ponds and Fountains**

Ponds and/or fountains are specifically prohibited.

VI. GENERAL CAMPSITE MAINTENANCE

6.1 **Maintenance of Campsites**

(a) All campsites whether occupied or unoccupied and any improvements, recreational vehicles and tents placed thereon and all personal property shall at all times be maintained by the Owner in such a manner as to prevent them from becoming unsightly, unsanitary, or a hazard to health or safety. If not so maintained, the Board of Directors, or its designee shall have the right, and sole discretion through its agents and employees, to provide such maintenance or take other corrective action, **including the removal and storage of the trailer (or other improvements) by the Association.** The cost of which, **(including storage)** shall be payable by the owner of such campsite immediately, and if not paid, shall be added to the next annual assessment applicable to such campsite as provided in Part IX, Section 9.8 of the Declaration of Restrictions, Covenants, etc., of the Lake Adventure Community Association. Neither the Board of Directors or its designees, employees or contractors shall be liable for any damage, which may result from any such maintenance work or other corrective action unless Owner can prove **(gross)** negligence or deliberate malice. Rates charged to rectify the negligent conditions or corrective work stated above shall be billed at twice the rate charged for daily or routine maintenance. **(In the event a motor vehicle dealer licensed by the state of PA certifies in writing to the Association that the value of a trailer stored by the Association in accordance with this section is less than the accrued storage charges owed to the Association, then and in that event the Association has the right to destroy said trailer or otherwise dispose of the same as the Association may determine in its sole discretion.) (Amended by the Board 7/03)**

(b) Any structure or material on any campsite, which may be destroyed in whole or in part by fire, windstorm, or other cause, shall be restored to a sightly condition with reasonable promptness, subject to the approval of the Association, or shall be completely removed and the land and/or campsite returned to a reasonable condition.

(c) All personal property on a campsite shall be maintained in good condition so as not to become unsightly. Unless in actual use, personal property items, including tents, shall not be left on a campsite during the period between December 1st and the following April 1st.

6.2 **Association Property**

Maintenance staff shall be responsible for maintaining Association property, grounds and facilities. Individual site work is secondary and subject to fees. All fees for parts and labor may be obtained at the Association Office.

6.3 **Ditches, Culverts, and Swales**

Site Owner is responsible for keeping ditches and culverts clean and in working condition at their own site, and shall provide the installation of such drainage facilities (including culverts and galvanized corrugated drain pipes of no less than 15 inches in diameter under driveway, or other materials as approved by the Board of Directors, no less than 15 inches in diameter) upon his campsite as may be reasonably required for proper drainage. Such drainage facilities (work) shall be considered "campsite improvements" and an approved permit is required.

6.4 **Pools, Jacuzzis, and Hot Tubs**

The use of any swimming pools, including kiddy pools, Jacuzzi-type, or hot tubs are prohibited on individual sites.

6.5 **Abandoned Vehicles**

(a) No wrecked, abandoned, discarded or junked Recreational Vehicle, motor vehicle, trailer, water craft, equipment or material of any kind shall be placed upon, or be permitted to remain on any campsite.

(b) A motor operated vehicle is deemed to be an abandoned or junked motor vehicle if it remains within the premises of the development known as Lake Adventure for more than four (4) weeks in such a condition that, for the duration of said period, the vehicle is either:

1. unable to move under its own power; or
2. without current inspection sticker or similar certification of the state in which the vehicle is registered; or license plates; or
3. is not currently registered in any state.

VII. COMMON AREAS

Policy: The common properties and common facilities designed within the community for equitable use of all property owners in good standing, and shall be maintained and controlled by the Association. Any Property Owner who provides a guest badge and/or guest privileges to another Property Owner, who is not in good standing as defined in the By-laws, shall be subject to a fine.

7.1 Lake, Pool, and Beach

(a) Swimming in any non-designated pool or lake areas is strictly prohibited and will be subject to a fine of no less than fifty (\$50.00) dollars.

(b) Swimming is only permitted in designated lake and pool areas only. Swim at your own risk when lifeguards are not on duty in designated areas ONLY.

(c) No conduct disturbing or affecting the safety of other property owners or their guests will be permitted.

(d) All boats must be removed from lake after use and neatly stored in designated areas or on the owner's lot.

(e) No boat in excess of 16 feet will be permitted for Lake use.

(f) Boats must be registered with the Association before being issued use of a boat rack. This is a **YEARLY** registration. Boats must be removed from the racks no later than November 1st. Citations will be issued if boat is not removed by said date.

(g) Boats with **electric motors** must be registered and **equipped** in accordance with Pennsylvania State Laws.

(h) Only an electric motor, 1/4 h.p. or less, is permitted. Gasoline or diesel powered boats are prohibited. Association employees are exempted when authorized.

(i) All children under 12 years of age, while boating, must be accompanied by an adult. **Wearable floatation devices MUST** be provided for every individual on the boat. The use of Personal Floatation Devices (PFD) shall be in accordance with current Pennsylvania State Boating Laws.

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(j) Fishing is only permitted during State authorized fishing seasons, in accordance with Pennsylvania State Laws. A Pennsylvania Fishing License is required and must be prominently displayed by anyone age 16 or older.

(k) Boats are not permitted in designated swimming areas.

(l) No glassware of any kind is permitted in, on, or around common lake front, pool areas, beach, grassed area by pool, or Clubhouse area, unless otherwise authorized by the Board of Directors or its designee.

(m) Disposing debris or litter of any kind in lake, pool, or any other common area is prohibited and subject to fine.

(n) Badges must be worn at all times at pool, lake and at all recreational facilities and functions.

(o) All children 11 years of age and under must have adult supervision at the pool and lake. **(Resolution made by the Board of Directors 3/15/03)**

7.2 **Roads**

(a) All Pennsylvania rules of the road will be maintained within the Community.

(b) No vehicle shall be parked on any Road within the Community, or shall be parked in any way that hinders the flow of traffic on the Roadway.

(c) **Maximum speed limit of 15 miles per hour** has been established and will be strictly enforced. Violators will be subject to penalties.

7.3 **Restrooms (Comfort Stations)**

(a) Common restrooms have been established for your convenience.

(b) All restrooms, except those in the Clubhouse, will be locked at all times.

(c) Children under 8 years of age are not permitted in restrooms except when accompanied by an adult.

(d) Laundry facilities are available for Association members. Children under 12 years of age are not permitted in laundry rooms unless accompanied by an adult.

(e) Cards for use with the laundry equipment can be purchased inside the laundry room. **(Amended 11/20/12)**

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7.4 **Sanitation**

(a) Sanitary facilities have been provided to maintain a healthy, clean environment and are subject to the laws and regulations of the Commonwealth of Pennsylvania.

(b) Only household trash is accepted when neatly bagged or tied and completely deposited in receptacles provided under contract by the Association.

(c) Littering of any kind will not be permitted and violators are subject to fines.

(d) Bulk items (i.e. mattresses, furniture, TV's, etc.) must be brought by the Property Owner, to the Maintenance yard, during regular business hours, for proper disposal. No such items may be left in, or near, any Association provided trash receptacles.

(e) For proper disposal of refrigerators, air-conditioners and other **freon containing appliances**, Property Owners must notify the Maintenance Department of pick-up and disposal in accordance with **Federal, State, and Municipal Regulations**. It is illegal to dispose of any freon bearing appliance in any but the approved manner. There will be a fee for this service.

7.5 **Recreation Facilities**

The following restrictions pertain to all recreation facilities such as Clubhouse, Game room, Golf Course, Pool Area, Lake Area, Pavilion, Tennis Courts, and any other facility to be developed in the future.

(a) No alcoholic beverages may be consumed in any common area except during authorized social functions in accordance with Pennsylvania State Law. The minimum age for consumption of alcoholic beverages is 21 years.

(b) Badges must be worn at all times at all recreation facilities and at all authorized functions sponsored by the Association.

(c) Clubhouse and Game Room hours will be posted and observed except for authorized events.

(d) In the event of any emergency, Security personnel are authorized to suspend hours at the discretion of the Board of Directors or their designee.

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(e) Dripping wet bathing suits or bare feet are not permitted in the Clubhouse or Game Room.

(f) The clubhouse and/or the Game Room may be closed for general use as deemed necessary by the Board of Directors or their designee.

(g) Posted Rules and Regulations pertaining to the use of the recreation facilities must be adhered to, in addition to the rules listed above.

7.6 Anyone apprehended vandalizing Lake Adventure property will be subject to fines up to \$1,500.00, will be liable for the cost of all repairs, and can face criminal prosecution. Signs will be posted on Lake Adventure property stating same and a reward will be offered to anyone offering information that leads to the apprehension of those involved in committing vandal acts. **(Addition by the Board of Directors July 15, 2000.)**

VIII. GENERAL RULES AND REGULATIONS

8.1 Time Restrictions

(a) Quiet hours on individual campsites shall be 11:00 p.m. to 7:00 a.m.

(b) Children seventeen (17) years of age and younger are curfewed between the hours of 11:00 p.m. and 6:00 a.m.

Exceptions:

1. Accompanied by parent or guardian
2. To or from organized recreation activities
3. Discretion of Security personnel

(c) Power tools shall not be used between the hours of 8:00 p.m. and 8:00 a.m. weekdays and between 8:00 p.m. and 10:00 a.m. weekends.

(d) Contractor's visitation rights are limited to daylight hours subject to the discretion of the Board of Directors or their designee.

8.2 Solicitations

(a) No "For Sale" signs or other advertising shall be displayed on any

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campsite or common property. "For Sale" signs for Recreational Vehicle and property may only be displayed on the community bulletin board in the Clubhouse.

(b) Peddling or Commercial Solicitation within the community is by permit only when authorized and approved by the Board of Directors, and limited to the purpose so stated on the permit. The permit must be conspicuously displayed.

(c) No campsite shall be used for business, professional or commercial purposes.

8.3 **Pets**

(a) Reasonably sized household pets are permitted within the community but must be housed inside property owner's recreational vehicle, when property owner is off site.

(b) No doghouses are permitted.

(c) Pets must be kept within owner's site or on approved common areas.

(d) Pets shall not be tied or staked outside of recreational vehicles when unattended.

(e) Pets "walked" on approved common areas or roads **must be leashed**.

(f) Pets creating a nuisance to the community shall be removed.

(g) Property Owners are responsible for cleaning up after their pets. **Violators will be subject to a fine.**

(h) Pets are not permitted in the Lake or designated Beach or Pool Areas, Tennis Courts, Ballfield, Mini Golf Course, or Clubhouse Area.

(i) Pets are not permitted in Clubhouse, Game Room, Pavilion, Restrooms and the Association Office.

(j) All pets must be inoculated against rabies. No commercial breeding of pets or animals shall be permitted within the development.

(k) Pet enclosures shall be non-conspicuous, temporary in nature and not to exceed 100 sq. ft. and no higher than 6' in height.

(l) Enclosures will not be used to house unattended dogs.

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(m) Enclosures will be disassembled by November 1st each year, and not to be assembled until April 1st of each year. If not removed by November 1st, a fine of \$150 per month will be imposed. (Added 9/16 by the BOD)

8.4 **Guests and Renters**

(a) Property Owners are responsible for their guests and/or renters and must accept responsibility for acquainting them with the Rules and Regulations of the community.

(b) Guests utilizing property owner's site must register with Security when entering the community.

(c) Guests must obtain guest/renters passes to use recreation and other common areas.

(d) Property Owners will be responsible for any damages caused, fines imposed, or costs incurred to the Association by their guests/renters.

(e) The Association's Rental Policy for Lot Owners is available in the Administration Office.

(f) NO RENTAL DATES FROM NOVEMBER 1st to MARCH 31ST. (effective 9/20/14 as per the BOD)

8.5 **Motor Vehicles**

(a) No motor vehicle repair or maintenance of any kind, except of an emergency nature, is permitted within the community. Emergency must be repaired within 24 hours and Security must be advised.

(b) No motor vehicles shall be permitted upon any road within the development unless the same are over-the-road vehicles, properly and currently licensed and inspected and insured, if required, pursuant to the laws of the state of registration and operated by licensed persons. Minibikes, three, four or more wheel ATV's, snowmobiles, golf carts, off road dirt or trail motor bikes, which are not legal for use on State or County roads, are specifically prohibited. Violators will be subject to penalties. Approved D.O.T. helmets must be worn by driver and passenger on motorcycle, scooter, moped, or other types of motorized bikes.

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8.6 **Firearms**

(a) No hunting or shooting, use of, discharging of, firearms, pellet guns, air guns, slingshots, or bows and arrows shall be permitted within the development.

(b) In accordance with Pennsylvania State Law, hunting of State Game Lands, which our community borders, requires that hunters and shooters are at a minimum distance of 150 yards from any building, RV, trailer or tent, within the community at all times prior to firing guns.

(c) Loaded firearms, pellet guns, air guns, slingshots, or bows and arrows, within the boundaries of Lake Adventure are **strictly prohibited**.

8.7 **Fireworks**

(a) The use, detonation, display, or possession of all types of fireworks by individuals is prohibited by the State of Pennsylvania and by the Association at any time and anywhere within the boundary of this community. Violators are subject to fine and/or jail.

(b) Fireworks display is permitted only under the supervision and control of the Association after proper bonding, permit, registration and inspection has been obtained through the county.

8.8 **SECONDARY LOTS**

Reduced rates for members purchasing a secondary lot will not go into effect until May 1st following the purchase. **(Resolution made by the Board of Directors effective 5/1/02.)**

EFFECTIVE 1/1/07 – AMENDED BY BOARD OF DIRECTORS – Members currently owning, or purchasing more that (2) two lots will no longer receive a reduced rate.

Effective 10/11/14 – Amended by the Board – ALL property owners will pay the same amount of dues whether they have one lot or multiple lots.

8.9 **CAPITAL IMPROVEMENT FEE**

BE IT resolved at a regularly scheduled meeting of the Board Of Directors of Lake Adventure Community Association held on January 18, 2003 that a resolution was set forth and approved to establish a Capital Improvement Fee as follows:

1. A Capital Improvement Fee in the sum of Two Hundred and 00/100 (\$200.00) Dollars shall be imposed upon the conveyance of any and all lots located within the limits of Lake Adventure Community Association. Dingmans Township, Pike County, Pennsylvania, except as provided herein. **(REVISED**

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10/2006) TO BE INCREASED TO ½ THE YEARLY DUES ASSESSMENT, BY THE BOARD OF DIRECTORS, TO BE EFFECTIVE JANUARY 1, 2007).

2. The Capital Improvement Fees collected must be maintained in a separate capital account and may be expended only for new capital improvements or replacement of existing common elements, and may not be expended for operation, maintenance or other purposes.

3. No Capital Improvement Fee shall be imposed on any gratuitous conveyance of a lot or lots between any of the following family members: spouses, parents and children, siblings, grandparents and grandchildren.

4. The Capital Improvement Fee shall be waived for any conveyance of the same lot within an eighteen month period provided that a Capital Improvement Fee was paid in conjunction with the first conveyance. Such eighteen-month period shall be measured from the date of the deed for the first conveyance to the date of recording of the second conveyance. It is the intention of this resolution that if the deed in conjunction with the second conveyance is recorded more than eighteen months subsequent to the date set forth on the deed of the first conveyance that a Capital Improvement Fee is due and owing on such second conveyance.

5. The Capital Improvement Fee shall not be applicable to a transfer of a lot or lots resulting from a mortgage foreclosure action by an institutional lender such as a bank, savings and loan association or licensed mortgage banker.

6. The Capital Improvement Fee herein established is due and payable upon recording the deed of conveyance or thirty days after the date set forth on the deed of conveyance, whichever date is earlier. In the event of a transfer of title by operation of law, the Capital Improvement fee shall become due and payable upon the effectiveness of such transfer.

7. The payment of the Capital Improvement Fee is the responsibility of the transferee. In the event that payment of the fee is not made within fifteen days after it is due and payable the sum due shall be deemed a lien upon the lot or lots conveyed and the amount due shall be added to the annual dues for the next fiscal year of the Association for such lot or lots together with interest at nine per cent per annum from the date set forth on the deed of conveyance or effective date of a transfer by operation of law. Nothing in this paragraph shall be construed to prohibit the parties to a transfer from adjusting the payment of the Capital Improvement Fee between themselves provided that as between the parties to a transfer and the Association, that it is ultimately the transferee's obligation.

8. All Capital Improvement Fees herein assessed shall be payable to Lake Adventure Community Association, Inc.

9. This Resolution shall be effective January 18, 2003

8.9a ASSOCIATION DUES ACCOUNTS

At a Board of Directors Meeting held January 29, 2005, it was unanimously resolved to change Section 8.9 as follows:

(a) COMMENCING WITH THE 2005/2006 FISCAL YEAR, ASSOCIATION DUES SHALL BE PAID ON A SEMI-ANNUAL BASIS. THE FIRST INSTALLMENT SHALL BE DUE ON APRIL 30TH OF EACH YEAR AND THE SECOND INSTALLMENT SHALL BE DUE ON OCTOBER 31ST OF EACH YEAR.

(b) IF PAYMENT OF THE FIRST INSTALLMENT IS NOT RECEIVED BY JUNE 1, OR IF THE SECOND INSTALLMENT, INCLUSIVE OF ALL LATE CHARGES, IS NOT RECEIVED BY DECEMBER 1 OF EACH YEAR, UTILITIES WILL BE TURNED OFF AND WILL NOT BE REINSTATED UNTIL ALL DUES AND LATE CHARGES ARE BROUGHT CURRENT.

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8.9A ASSOCIATION DUES ACCOUNTS

At a Board of Directors meeting held October 20th, 2012, it was unanimously resolved to change Section 8.9 as follows:

- (a) Commencing with the current Fiscal year of the Association (2012/2013) any member (not on a payment plan) who has not paid their entire dues for the current fiscal year by March 1, 2013 will not be given the privilege of paying dues in (2) installments for the next (3) fiscal years.
- (b) Commencing with fiscal year 2013/2014 and every fiscal year thereafter, any member (not on a payment plan) who has not paid their entire dues for that fiscal year by October 31 of that fiscal year will not be given the privilege of paying dues in (2) installments for the next (3) fiscal year then ensuing.
- (c) Commencing Immediately, any lot owner on a payment plan who is more than (45) days in default of their agreed upon payments pursuant to such payment plan shall lose their privilege to pay in accordance with such plan effective immediately upon such default and shall also not be granted the privilege of paying in (2) installments for the next ensuing (3) fiscal year.
- (d) The foregoing are in addition to, and not in substitution for, any other measures the Association may implement to insure that dues are paid in a timely manner.
- (e) It was unanimously resolved to add the following rule regarding delinquent accounts at a Board Meeting held March 21, 2015:
EFFECTIVE JUNE 1st, 2015 any Lot Owner with a past due balance of 1 year or more will be sent to a Collection Agency and if no signed agreement between the property owner and LACA to pay within the allotted time, will then be reported to the credit bureaus. On June 1st, entrance to LACA will be denied unless prior arrangements are made through the Office to have a Security escort to your property for a limited time. (ADDED 3/21/15)

8.9b ELECTRIC UPGRADE ASSESSMENT – Effective May 1, 2007, and every year thereafter, any property owner that has been upgraded to 50amp service, will be assessed an additional \$50.00 in addition to the regular annual dues assessment. As each section is upgraded throughout the park, the individual property owners will then be assessed the \$50.00.

8.9C VOTING ELIGIBILITY

For the purpose of casting Ballots in the Annual Election (only), a member in good standing shall be defined as someone who has paid their dues in full for the prior fiscal year and is therefore eligible to vote. **(BOARD OF DIRECTORS ADDITION MADE APRIL, 2005.)**

IX. PENALTIES AND FINE SCHEDULES

9.1 General

Failure to abide by the Rules and Regulations, Restrictions, Covenants and By-laws shall

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subject the violator to correction where applicable and/or fine as established by the Board of Directors.

Property Owners in violation of recreational vehicle or tent placement, improvements, easements, setback and/or size specifications shall not be granted immunity from their violations. Any such violation shall remain subject to correction and/or fine as identified.

In the event that you have determined a violation does exist on your property, notify the Association Office immediately so that a remedy may be suggested.

Violations or obligations of the owner to adhere to the Association's Rules and Regulations, Restrictions, Covenants, and By-laws do not cease with the sale or transfer of the property, but will automatically transfer to the new owner.

The Association and its authorized representatives shall share an absolute right of entry and access upon any Campsite or Common Area for the purpose of enforcing the provisions of the Declaration of Restrictions, Covenants, Rules and Regulations, and By-laws.

The Board may suspend all voting rights, if any, all rights to use of the Association's Common Areas and all other rights or privileges of membership of any Owner for any period during which any Association assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this Declaration, the By-laws or Rules and Regulations, by any Owner not in good standing, unless the violation is subject of a pending appeal.

9.2 **Appeal Procedures**

(a) All penalties, fines and violations levied by the Association can be appealed at two (2) levels. (Amended by the BOD 1/21/08)

(b)The request for appeal must be presented in writing **within** fourteen (14) days from the date of receipt of citation (infraction). The alleged violator will be called by the appropriate committee and/or be sent a letter stating the date and time to meet with that committee. If written request is not made within fourteen (14) days from the date of receipt of citation, the citation (infraction) shall be final and binding.

I. The Security or Architectural Committee

. Chairperson of appropriate committee

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- Architectural Committee (advisory only)
- Security Committee (advisory only)

The committee appeal panel is made up of three (3) or more members of that committee who are in good standing with the Association. The committee will provide their recommendations in writing to the Board of Directors and the Board will notify the alleged violator of their decision. The alleged violator will then have fourteen (14) days from the receipt of this decision to make a final appeal to the Board.

II. The Board of Directors

This appeal level is final and binding.

9.3 **Collection of Fines**

- (a) All fines are payable immediately upon their becoming final.
- (b) If fine is not paid within thirty (30) days from date of citation, or exhaustion of all appeals, a letter, certified return receipt requested, will be mailed to the offending owner at such owner's address as appears on the records of the Association, outlining the action that will be taken by the Association and the potential consequences to the owner's property.
- (c) The letter shall be deemed issued and received at date of signed delivery, or at the expiration of fifteen (15) days of its mailing via certified mail, regardless of whether the certified mail is accepted by the offending owner.
- (d) If fine is not paid within sixty (60) days of the receipt of the certified letter, or as noted in 9.3 (c), the Association has the right to shut off all utilities to the owner's property, and the offending owner will lose the use of common amenities until such time as the fine is paid as listed in the fine schedule or citation, or if not listed, the amount to be set by the Board of Directors.
- (e) Fines will be increased as noted in fines schedule or citation, or if not listed, then the amount is to be set by the Board of Directors.
- (f) If payment of fine is not made within ninety (90) days following receipt of original notification of the certified mail, or as noted in 9.3 (c), the procedure for placing a lien on the owner's property will commence and all reasonable legal expenses will be borne by the owner (violator).