

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 shoreline 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 along with a paint color swatch for approval. (3/2023 BOD)

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 5/2023 BOD)
- (c) No burning of treated wood, leaves, or similar refuse shall be permitted. 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.
- (d) No wood or pellet stoves are allowed in trailer and/or screen room unless originally installed or manufactured by RV company. (3/2023 BOD)

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.

- (b) Any illegal cutting of trees over 3 inches in diameter will result in a citation per tree and PO will be mandated to plant the equal # of new trees (saplings at least 3 feet tall)
- (c) 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.
- (d) 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.
- (e) The approval process for tree removal must be done by Columbus Day Weekend with a 6-month time limit (3/2023 BOD)

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 more than 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.
- (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) Improper 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,

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. See fine schedule for citation fine.

- (d) Individual use of electric power shall not exceed the capacity of a **30 AMP** breaker maximum per site for which the electric distribution system was designed, unless upgraded to 50 amp 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 damage 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, if the property owner experiences food loss due to negligence on part of LACA, there will be a maximum of up to \$200.00 on a case-by-case basis. Pictures of spoiled food required. (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. Covers may NOT be placed around the hydrant. Fees will be set at \$65 per hour (4 hours) and \$400 to replace the hydrant. First replacement will be at no cost to the property owner. If property owner wants the line moved, they will be charged what LACA is charged. (Revised 10/19/20 BOD)
 4. Structures may NOT be placed around the hydrant, and they must be visible.
 5. All fittings and hose must be removed by November 1st through April 1st when the property owner is not on property.

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 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 always kept on Recreational Vehicles.
- (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.
- (c) Garbage and trash receptacles are not allowed to be placed outside your trailer and should be brought to the compactor ASAP to avoid animal problems.

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**

(a) Ponds and fountains that are either solar or battery operated are allowed via an approved permit through the LACA Office.

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 nor 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 slightly 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 the 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 first and the following April first.

6.2 **Association Property**

Maintenance staff shall be responsible for maintaining Association property, grounds and facilities. Individual sitework 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**

- a) Property Owner is responsible for keeping ditches and culverts clean and in working condition at their campsite. The property owner shall provide the installation of such drainage facilities upon their campsite as may be reasonably required for proper drainage. Such work on drainage facilities shall be considered "campsite improvements" and an approved permit is required:
 - a. including culverts and galvanized corrugated drain pipes of no less than 10" up to 15" inches in diameter under driveway as approved through the LACA permit which needs to be approved before work begins
 - b. other materials may be approved by the Compliance Officer/Board of Directors through the LACA permit process approval

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, watercraft, 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 prohibited and will be subject to a fine.
- (b) Swimming is only permitted in designated lake and pool areas only when lifeguards are on duty.
- (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 the lake after use and neatly stored in designated areas or on the owner's lot.
- (e) No boat more than sixteen 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.
- (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.

- (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 of 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 12 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.**

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. There will also be a fee for this service.
- (e) For proper disposal of refrigerators, air-conditioners and other **freon containing appliances**, Property Owners must make arrangements for disposal in accordance with **Federal, State, and Municipal Regulations**. It is illegal to dispose of any freon bearing appliance.

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.
- (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 \$5,000 (amt. BOD 3/24), 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.
- (e) Disturbance of the Peace-Excessive Noise: Any noise that is under human control and unreasonably interferes with the peace, comfort and convenience of any person during non-quiet hours will be fined accordingly. **(Amended 11/17 BOD)**

8.2 **Solicitations**

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

8.2.1 **Contractors**

- (c) No campsite shall be used for business, professional or commercial purposes.
- (d) Amended 3/16/19 by the BOD to read as follows:

Lot cannot be visibly used for business purposes meaning:

1. Cannot use lot as staging area with visible construction materials i.e., wood, pipes, stone, paneling, landscaping equipment etc.
2. Use of construction equipment on your lot which could disturb neighbors' camping experience.
3. The constant use of trucks used for construction commercially branded or not which could disturb neighbors camping experience.
4. The parking of commercially branded vehicles for long periods, in excess of 2-3 days, is prohibited, unless special circumstances as approved by LACA'S Compliance Officer. Parking is available from the Office for longer jobs. This is to uphold all our neighbors camping experience.
5. Debris from construction must be removed within 48 hours and/or must have a

dumpster on site. Unsightly Campsite fines will be imposed. (see fine schedule)

If contractors are out of compliance after visible inspection by LACA Compliance Officer for any reason, there will be denial of future permits and a citation. (see fine schedule)

8.3 **Pets**

- (a) Reasonably sized household pets are permitted within the community but must be housed inside the property owner's recreational vehicle, when the property owner is off site.
- (b) No doghouses are permitted.
- (c) Pets must be kept within the 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.
- (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 – NO SHORT-TERM RENTALS OR AIR BNB, VRBO etc. – IF RENTING, IT MUST BE FOR MORE THAN 29 DAYS. IF LONGER TERM RENTAL IT MUST BE PERMITTED THROUGH LAKE ADVENTURE.

- (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 damage 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 through March 31st. (Effective 9/14 as per the BOD)
- (g) Citations will be given to any property owner suspected or found to be renting short term. (see fine schedule)

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 vehicle gas or electric shall be permitted upon any road within the development unless the same are over-the-road vehicles, properly and currently registered and insured and inspected, if required, pursuant to the laws of the state of registration and operated by licensed persons.
- c. No vehicle, gas or electric powered, including but not limited to pedal assist powered bikes that can exceed 15mph may not be operated by anyone sixteen or under. Vehicles that can exceed 15mph may only be operated by a fully licensed driver; permits are not acceptable, and vehicles must fit all other stated criteria.
- d. 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. Vehicles gas or electric, that would commonly be considered a child's toy, or a vehicle that cannot exceed 15mph may only be operated under close supervision at all times.

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 be 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 anytime 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**

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

8.8A **BUFFER LOTS**

- a) Must own property either next to, in front, or behind main lot.
- b) No utilities are provided, and no structures are permitted other than a shed or a removable tent. (renewable 7-day permit must be attained for tent)
- c) Dues are \$1,000 for the year with a one-time CIF fee of \$500.
- d) No gate cards or badges are provided and no voting rights
- e) See attached buffer lot program restrictions.

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, (**REVISED 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 an 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

8.9.1 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) ASSOCIATION DUES IN EXCESS OF FIFTEEN (15) DAYS DELINQUENT WILL BE ASSESSED A \$50 LATE CHARGE ON THE PRINCIPAL BALANCE FOR EACH MONTH IN WHICH THEY ARE NOT PAID.
- (c) IF PAYMENT OF THE FIRST INSTALLMENT, INCLUSIVE OF ALL LATE CHARGES, 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.

8.9A 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.

8.9B 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 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.

If 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.
- b) The request for appeal must be presented in writing within fourteen (14) days from the issue date of citation. Upon receipt of the alleged violator's appeal letter, the Office will set up with the appropriate committee an appeal date and notification will be sent via the mail.
- c) If the appeal is not received within 14 days, a citation will be deemed final and must be paid immediately or utilities to the lot will be turned off until payment is made, and violation corrected. An additional shut off fee of \$75.00 will be added to your account for payment. (BOD 3/23)
- d) There are two committees hearing citations. They are the Architectural and Security Committee who are headed by a Chairperson who answers to the Board of Directors.
- e) The committee appeal panel is made up of at least 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 and the Board will notify the alleged violator of their decision. The violator will then have fourteen (14) days to make their final appeal to the Board of Directors
- f) The Board of Directors
 - a. 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 fourteen (14) days from date of citation, or exhaustion of all appeals, a certified letter, return receipt will be mailed to the offending owner, at such owner's address as it 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 fourteen (14) days of its mailing via certified mail, regardless of whether the certified mail is accepted by the offending owner or not.
- d) If fine is not paid within fourteen (14) days of the receipt of the certified letter, 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 the 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 fourteen (14) 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 may commence and all reasonable legal expenses will be borne by the property owner.

| VIOLATION | FINE AMOUNT \$ |
|--|-----------------------|
| 14 DAYS TO APPEAL FINE | |
| 9.4 ARCHITECTURAL VIOLATIONS | |
| ABANDONED VEHICLE | 250 |
| DOUBLE OCCUPANCY | 100 |
| CONTRACTOR OUT OF COMPLIANCE | 250 |
| ELECTRIC HEATERS or WOOD BURNING FIREPLACES IN SCREENROOMS | 150 |
| EXCESSIVE LIGHTING/FLOODLIGHTS/SPOTLIGHTS as in 5.7 Rules & Regs | 150 |
| FAILURE TO REMOVE ILLEGAL CARPORT | 150 |
| FAILURE TO REMOVE SCREENROOM | 200 |
| FAILURE TO REMOVE SCREENROOM PANELS WITHIN ALLOTTED TIME | 250 |
| ILLEGAL SIGN | 100 |
| ILLEGAL SCREENED IN DECK | 150 |
| LACK OF REQUIRED PERMIT | 150 |
| LIGHTS/BUG ZAPPERS IN TREES | 150 |
| MISPLACED DECK/PLATFORM | 150 |
| MISPLACED SHED | 100 |
| NON-CONFORMING RV | 100 |
| OTHER VIOLATIONS | CASE BY CASE BASIS |
| OVERSIZED DECK/PLATFORM | 150 |
| OVERSIZED SHED | 100 |
| UNSIGHTLY CAMPSITE | 150 |
| 9.5 SECURITY VIOLATIONS | |
| BOAT LEFT ON RACK AFTER SEASON | 150 |
| BURNING LEAVES, CONSTRUCTION MATERIAL or TRASH including PRESSURE TREATED LUMBER | 250 |
| CATCH & RELEASE IN EFFECT-CANNOT KEEP FISH (any age) | 100/FISH |
| CURFEW | 100 |
| DISORDERLY CONDUCT | 250 |
| DISTURBANCE OF THE PEACE/EXCESSIVE NOISE (NON-QUIET HOURS) | 150 |
| DISTURBANCE OF THE PEACE/EXCESSIVE NOISE (QUIET HOURS) | 250 |
| DISTURBING WILDLIFE | 250 |
| DOG & PET VIOLATIONS | 75 |
| EXCEEDING 15MPH | 250 |
| EXCESSIVE USE OF UTILITIES | 250/MONTH |
| EXCESSIVE USE OF UTILITIES WITH PERM RESIDENCY | 250/MONTH |
| FAILURE TO STOP AT STOP SIGNS | 200 |
| FIREWORKS | 500 |

HABITUAL OFFENDER - SAME VIOLATION WITHIN 24 MONTHS = TWICE the PREVIOUS AMOUNT of FINE

| 9.5 SECURITY VIOLATIONS cont. | |
|--|--|
| GLASS AT POOL OR RESTRICTED AREAS | 250 |
| HARASSMENT OF LACA EMPLOYEES | 500 |
| ILLEGAL DUMPING | 350 |
| ILLEGAL DUMPING HAZARDOUS MATERIALS; (propane, paint, batteries, chemicals, tires) | 500 |
| ILLEGAL PARKING | 100 |
| ILLEGAL USE OF FIREARMS, AIR GUNS, BOW&ARROW, DISCHARGE FIREARMS, RECKLESS ENDANGERMENT WITH FIREARMS | START @ 1,000 |
| IMPROPER/UNAUTHORIZED USE OF GATE CARD ENTRY | 100 |
| LACK OF BADGES AT POOL/AMENITIES | 100 |
| LITTERING | 50 |
| NO HELMET ON ANY MOTORIZED VEHICLE - AGE 20 & UNDER | 150 |
| NON-RESPONSE TO REQUIRED PAPERWORK | 150 |
| NON-LICENSED DRIVER | 250 |
| OPERATION OR USE IN THE PARK OF GOLF CARTS, GO-CARTS, 3-4 OR MORE WHEEL ATV'S, OFF ROAD DIRT MOTOR BIKES, MINIBIKES, SNOWMOBILES, TRAIL MOTOR BIKES WHICH ARE NOT LEGAL FOR USE ON STATE HIGHWAYS OR COUNTY ROADS | Start @ 250 |
| OTHER VIOLATIONS INCLUDING THE POSTED RULES & REGS FOR THE USE OF THE REC FACILITIES | 200 |
| PERMANENT RESIDENCY | 1,000/MONTH |
| PROVIDING GUEST BADGE TO PROPERTY OWNER NOT IN GOOD STANDING | 100 |
| RECKLESS DRIVING NO ACCIDENT/INJURY | 500 |
| RECKLESS DRIVING RESULTING IN ACCIDENT/INJURY | 2,000 |
| RENTING LOT WITHOUT RENTAL AGREEMENT FROM LACA (OVER 30 DAYS) | 250 |
| SHORT TERM RENTING (30 DAYS OR LESS) | 250 |
| STRUCTURES COVERING HYDRANTS | 1st offense - warning plus damages & labor 2nd offense - \$50 fine plus damages & labor |
| SWIMMING IN NON-DESIGNATED AREAS | 100 |
| TAMPERING WITH UTILITIES | 500 |
| TRESPASSING ON LACA RESTRICTED AREAS | 250 |
| UNATTENDED FIRE (NO WARNING) | 100/200/300*NO MORE FIRES* |
| UNDERAGE DRINKING(UNDER 21) | 100 |
| UNREGISTERED VEHICLE | 100 |
| USE OF POOL OR LAKE SWIM AREA WHEN CLOSED | 150 |
| VANDALISM | 200 + COST to REPAIR/REPLACE ITEMS |
| VANDALISM OF LACA PROPERTY | UP TO 5000 + COST to REPAIR/REPLACE ITEMS |
| VIOLATION OF PA STATE RULES OF THE ROAD; (child on lap while driving, people in bed of pickup truck) | 250 |
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HABITUAL OFFENDER - SAME VIOLATION WITHIN 24 MONTHS = TWICE the PREVIOUS AMOUNT of FINE

ORDINANCE NO. 03-2022

AN ORDINANCE REGULATING THE REPAIR, MODIFICATION,
RENOVATION AND RECONSTRUCTION OF RECREATIONAL VEHICLES
TO ENSURE COMPLIANCE WITH SAFETY STANDARDS

The Supervisors of Dingman Township, at a regularly or specially advertised meeting, do hereby ordain and enact the following:

§ 1 - Purpose.

The purpose of this ordinance is to promote the health, safety and general welfare of Dingman Township inhabitants by establishing, pursuant to the authority granted the Township under Sections 1517 and 1529 of the Second Class Township Code, requirements and regulations governing the modification, renovation, replacement, repair and reconstruction of park models and recreational vehicles. These regulations are not land use regulations and are intended to supplement the provisions of the Dingman Township Zoning Ordinance that regulate recreational campgrounds or similar uses and shall not supersede that Ordinance unless specifically stated herein. This ordinance does not supersede or in any way interfere with any private rules or regulations that a private RV Park community may choose to adopt on this same issue, including but not limited to, the requirement for permits and inspections.

§ 2 - Definitions.

For the purpose of this ordinance, the following words, terms and phrases shall have the meaning ascribed to them in this section:

Park Model - A vehicle that is commonly known as a park model recreational vehicle; meets the American National Standards Institute standard ANSI119.5 for park trailers; is built on a single chassis; has a gross trailer area of four hundred (400) square feet or less when set up; is designed for seasonal or temporary living quarters and may be connected to utilities necessary for the operation of installed features and appliances. Such units shall be permitted in Destination (Non-transient) Campgrounds only. Registered nonconforming units are also covered by this ordinance.

Recreational Vehicle - A vehicular type of unit designed as temporary living quarters for recreational camping or travel use which either has its own motive of power or is mounted on or drawn by another vehicle. The basic types of recreation vehicles are:

Travel Trailers - A vehicular unit, mounted on wheels, of such size or weight as not to require special highway moving permits when drawn by a motorized vehicle designated and constructed to provide temporary living quarters for recreational, camping, or travel use, and a trailer size of no more than 400 square feet. Registered nonconforming units are also covered by this ordinance.

A. **Truck Camper** - A portable unit, designed to be loaded onto, or affixed to, the bed or chassis of a truck and constructed to provide temporary living quarters for recreational,

camping or travel use.

- B. **Motor Homes** - A vehicular unit built on a self-propelled motor vehicle chassis, designed to provide temporary living quarters for recreation, camping or travel use.
- C. **Camper Trailer** - 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.
- D. **Self-Contained Unit** - A unit that; can operate independent of connections to external sewer, water and electrical systems; has a toilet and holding tank for liquid waste; contains water storage facilities; and may contain a lavatory, kitchen sink and/or bath facilities connected to the holding tank.

§ 3 - Permits required and fees.

- A. **Permit Requirement.** No person, partnership, association, limited liability or other company or corporation, being the owner, user, operator or occupant of any recreational vehicle or park model on land within Dingman Township, shall make any modification, renovation, repair and reconstruction of such park model or recreational vehicle or allow such modification, renovation, replacement, repair and reconstruction of such park model or recreational vehicle except as pursuant to this ordinance. Permits will not be required for minor maintenance and replacement issues for which the Township does not require permits for similar work in a residence under UCC.
- B. **Issuance of permit.**
 - (1) The Dingman Township Building Officer shall issue a permit after the filing of a permit application only if such application is consistent with this ordinance.
 - (2) No permit shall be issued until the Building Officer has received and approved:
 - (a) A completed application signed by the applicant.
 - (b) The required fee as herein provided.
 - (c) Plans and specifications for any proposed construction which shall be in compliance with ANSI 119.5.
 - (d) Any plans filed in support of any application shall be drawn by a Pennsylvania Licensed Engineer who shall certify and seal the plans. Said engineer shall certify that such plans have been prepared in compliance with ANSI 119.5.
 - (e) Under no circumstances shall a park model or recreational vehicle post construction be larger than 400 square feet.

C. Inspection.

(1) The construction under any issued permit shall be inspected by a Pennsylvania Licensed Engineer who shall issue a report to the Township Building Officer indicating the results of every inspection.

(2) The number and timing of such inspections shall be determined by the Building Officer on a case-by-case basis according to the nature and extent of the proposed construction.

(3) At such time as the inspecting Pennsylvania Licensed Engineer determines that construction is complete and that all work has been performed pursuant to the approved plans and in compliance with ANSI 119.5 said Engineer shall issue a report certifying same to the Building Officer and recommend that a Certificate of Occupancy be granted.

(4) The Building Officer reserves the right to conduct a final site inspection before determining whether a Certificate of Occupancy should be granted when access is appropriate pursuant to the laws of the Commonwealth of Pennsylvania.

(5) Occupancy of the renovated unit prior to the issuance of a Certificate of Occupancy is expressly prohibited.

(6) The Building Officer may rely upon said Engineer certification and issue the appropriate Certificate of Occupancy.

D. Fees. The applicant for any permit shall pay the Township a fee as shall be established and as modified from time to time by resolution of the Board of Supervisors. Additional fees shall apply to the cost of any professional reviews by Township consultants.

§ 4 - Enforcement.

The Building Officer shall enforce all of the provisions of this ordinance and shall have the right, at all reasonable times, including evening hours, to enter and inspect any park model or recreational vehicle.

§ 5 - Penalties for offenses and remedies.

A. Any person, partnership, association or corporation who uses any property or allows property to be used in violation of any provision of this ordinance shall be guilty of an offense against this ordinance and subject to a civil penalty of up to \$600 per day. Any action against any Association of property owners under this section shall be based upon evidence that said Association withheld information from the Township necessary to carry out Township duties and/or knowingly or actively sought to allow construction in violation of this ordinance to take place. When a violation of any of the provisions of this ordinance is continuous, each day or portion thereof shall constitute a separate and distinct violation.

B. The Building Officer may, after resolution of the Board of Supervisors authorizing such action and, in addition to the above-provided penalties, maintain an action or proceeding in the name of the Township in a court of competent jurisdiction to compel compliance with this ordinance or to restrain by injunction the violation of this ordinance.

C. Nothing in this section or ordinance shall be construed as to restrict the Code Enforcement

Officer in any way from exercising the enforcement remedies found in any State law or municipal ordinance for which the property/property owner may also be in violation.

§ 6 - General provisions.

- A. If any section, paragraph, subsection or provision of this ordinance shall be found invalid, such invalidity shall apply to the section, paragraph, subsection, or provision adjudged invalid and the remainder of the ordinance shall remain valid and effective.
- B. The issuance of any permit or license pursuant to the provisions of this ordinance shall not be deemed to waive compliance by the holder thereof, by the property owner or by any occupant of any court or campground or RV park, with any statute of the Commonwealth of Pennsylvania, law or health regulation of the Commonwealth or Dingman Township or with any provision of this or any other Township Ordinance.
- C. The Building Officer and associated personnel of the Township shall have full authority, in the course of investigating a possible violation or processing an application, to enter upon the premises of park model or recreational vehicle, after displaying his or her credentials to the owner thereof and shall have further have the authority to determine if any construction under this ordinance is being or has been performed in compliance with this ordinance.

§ 6 - Effective date.

This ordinance will take effect five (5) days after enactment.

Ordained and enacted this May day of 18, 2022.

DINGMAN TOWNSHIP
BOARD OF SUPERVISORS

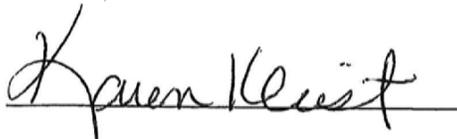


Thomas E. Mincer



Edward D. Nikles

Attest:



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