



*Emerald Lakes Association*

# COMMUNITY RULES, REGULATIONS AND BUILDING PROCEDURES

Administration Building

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# RULES AND REGULATIONS

## TABLE OF CONTENTS

DEFINITIONS	4
SCHEDULE A: COVENANTS, RESTRICTIONS, AND LIMITATIONS	6
INTRODUCTION	7
AUTHORITY	8
APPLICATION	8
GENERAL	8
 <b><u>COMMUNITY RULES AND REGULATIONS</u></b>	
ALARM	9
APPEALS PROCEDURES	9
BOATING RULES	10
BURNING RULES	10
COMMUNITY CENTER	11
FIREWORKS/EXPLOSIVES	12
HUNTING AND FISHING	12
LAKE, BEACH, AND PICNIC AREA	13
MOTOR VEHICLE RULES	13
TOWING	14
TRAILER/COMMERCIAL VEHICLES	14
PERSONAL EQUIPMENT/PROPERTY	14
PETS	14
POOL	15
PUBLIC NUISANCE	15
PUBLIC SAFETY	16

RENTALS- MEMBER, TENANT	16
SCHOOL BUS RULES	16
SIGNS	17
TENNIS COURTS	17
UNSIGHTLY PROPERTY	17
GARBAGE & TRASH	17
WEAPONS	18
YARD/GARAGE SALE	18

### **BUILDING PROCEDURES AND REGULATIONS**

BUILDING PROCEDURES COMPLIANCE	19
DESIGN CRITERIA	20
VARIANCES	21
COMPLIANCE PERMITS	22
COMPLIANCE PERMIT APPROVAL	23
SCHEDULE OF FINES	24

## DEFINITIONS

Certain words and terms used in these Rules and Regulations are to be interpreted as follows:

<u>ALTERATIONS:</u>	A change in the structure of existing facilities, or in enlargement, whether by extension of a front, rear, or side, or by increasing in height, or by moving from one location or position to another.
<u>APPEALS COMMITTEE:</u>	Shall mean the Committee whose members are appointed by the Board of Directors to rule on the appeal of citations and fines.
<u>BOARD OF DIRECTORS:</u>	The elected Directors of Emerald Lakes Inc.
<u>CERTIFICATE OF INSURANCE:</u>	The principal contractor or builder shall register with the Association and file a copy of a certificate of insurance. The insurance policy shall cover public liability to a minimum amount of three hundred thousand dollars (\$300,000.00) for bodily injury and one hundred thousand dollars (\$100,000.00) for property damage.
<u>CODE:</u>	Shall mean the Building Procedures, which are included within the Rules and Regulations as adopted by the Emerald Lakes Board of Directors.
<u>CEO:</u>	Code Enforcement Officer.
<u>COMPLIANCE PERMIT:</u>	A permit issued by the CEO prior to the construction or reconstruction, remodeling, alteration, or replacement of a structure, including repair or replacement of sheds, pergolas, decks, ramps, and fences, retaining walls, and solar panel structures.
<u>CONSTRUCTION:</u>	The act of clearing, grubbing, or excavating, building, fabricating, physically changing, or modifying any home, structure, or accessory building. This includes the delivery of supplies, materials, equipment, building components, and the cutting down and/or removal of trees required for the construction of new structures.
<u>CONTAINED FIRE:</u>	Any fire contained in an incinerator, fireplace, or other contained enclosure designed for outdoor cooking, or a fireproof container.
<u>CONTRACTOR:</u>	Any person or entity engaged in the construction, repair, or modification of structures or other real property. A property owner(s) who engages in such construction or modification on his/her own property or property owned by others is also defined as a contractor with respect to the requirements of these Rules and Regulations.
<u>DEFIANT TRESPASS</u>	Occurs when a person not licensed or privileged to do so, enters or remains on any place where notice against trespass is clearly provided
<u>DUMPING:</u>	An accumulation of refuse (trash), and/or other materials placed in a location

other than an authorized bin.

DWELLING:

A building designed for occupation by a family or individual.

FENCE OR WALL:

A structure which prevents movement between properties or portions of properties.

FALSE ALARMS:

The activation of an alarm system caused by other than the intended purpose for which the alarm system is designed.

GARAGE:

A building or space accessory to a residence which provides for storage of motor vehicles and in which no occupation, business or service is conducted.

LIVING SPACE:

The sum of the gross horizontal areas of all floors of a building measure from the inside face of the exterior walls. This excludes basements and attics.

LOT:

A parcel of land, the dimensions, and extents of which are determined by the latest official records of the subdivision in which the lot is located.

LOT FRONTAGE:

The horizontal distance measured along the full length of the front property line.

NUISANCE ALARM:

An audible alarm which fails to automatically shut off its audio alarm within ten (10) minutes after the activation of such audible alarm.

NUISANCE PROPERTY:

Any property that has received more than 3 unsightly violations in a 12-month period, has a septic failure and/or has received any health code violations.

OUTBUILDING:

Any structural accessory to a residence which provides a storage or recreation area; this includes, but is not limited to the following:

- a. Garage – see definition above.
- b. Green House – a structure for the purpose of growing plants principally for the owner’s enjoyment.
- c. Shed for domestic pets – no permit is required; limited to 20 sq. ft.
- d. Storage Building (shed)- a structure for the purpose of holding household goods, tools, or other personal items.
- e. Pergola

SETBACK:

Distance from the property line to the nearest wall or deck rail. The following setbacks are required within Emerald Lakes Community:

Front	40
Sides	15
Rear	30

Sheds shall be no closer than 10 feet to side or rear lot lines.  
Setbacks may be further restricted by deed restrictions.

<b><u>TRESPASS(ING)</u></b>	Entering or staying on Emerald Lakes Association property without permission or after being requested to leave the premises by ELA Public Safety /staff.
<b><u>WOOD-FIRED BURNER:</u></b>	An external home heating system used to heat water, which circulates through insulated pipes to heat homes or buildings.

## SCHEDULE A

### Declaration of Covenants, Restrictions and Limitations

Under and subject to the following covenants, restrictions and limitations, and all Municipal County and State rules and regulations, and shall be binding upon the Grantee herein, his heirs, executors, successors, or assigns.

1. The premises to be conveyed shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on the premises other than one detached single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars.
2. No dwelling or other building shall be erected or occupied on the premises without a sewage disposal installation that will meet the requirements of the Grantor and of all public authorities for the disposal of sewage from such building.
3. Easements for installations and maintenance of utilities and drainage facilities shall be reserved over 10 ft. of the front and sides of each lot and 5 ft. of the rear of each lot.
4. All garbage and rubbish shall be disposed of off the premises and no garbage or rubbish may be buried on the premises or burned on the premises.
5. The keeping of poultry or animals other than those classified as family pets, viz., dogs, cats, and caged birds, shall be prohibited. No more than two dogs or two cats, or one dog and one cat, shall be allowed per dwelling.
6. After construction has commenced, all exteriors of buildings shall be completed within four months of the starting date.
7. No construction shall commence without prior written approval of building & plot plans by Grantor, its successors & assigns. Application for approval shall be made in writing & Grantor agrees to approve or disapprove within 15 days after submission.
8. No individual water supply system shall be permitted on any lot or building site unless such system is located, constructed & equipped in accordance with the requirements, standards & recommendations of the State and/or local public health authorities.
9. Title to the lakes, recreational areas, and roads (until dedicated to a municipality) shall remain the Grantor, its successors, and assigns. The use of the lakes and recreational areas is restricted to the members in good standing of the Emerald Lakes Association, Inc. and membership in the Association is limited to the purchasers of lots in this development and lessees of lot owners.
10. The grantees, their heirs, executors, administrators, successors, or assigns agree to become and remain members in good standing of the Emerald Lakes Association, Inc.
11. No signs, including "For Sale" or "For Rent", or any other advertisements, shall be placed or displayed on any lot without specific permission of Grantor, its successors, and assigns.

12. No fence shall be erected on any lot without express written consent of the Grantor, its successors or assigns (Emerald Lakes Association).
13. It is expressly understood and agreed that the several covenants herein set forth shall attach to and run with the land and will be binding upon the parties hereto, their heirs, executors, administrators, successors or assigns.
14. Grantee agrees that these covenants may be enforced by Grantor, its successors, and assigns, by appropriate action at law or in equity or by reason of any breach hereof.

[Note: The following additional Covenants, Restrictions and Limitations apply to lake front properties.]

Together with the right to such lawful use of the land between the above described premises and the lake shore line of those bodies of water known as “Emerald Lakes”, which land lies within the confines of the extension of the boundary lines of any adjacent lots or toe edge of any public or private road in existence or to be constructed by Grantor or its successors or assigns, as such use may be offered by Grantor, its successors or assigns, including said Emerald Lakes Association, Inc., under the following terms and conditions:

- a) The proposed lawful use of such land is limited to such uses as are suitable to recreational and residential purposes and no commercial use whatsoever may be made of said land.
- b) No structure of any kind and description, including a temporary structure of improvement may be erected or placed upon said land except that the Grantees, heirs, and assigns may erect a flat dock. Application for approval of plans for docks shall be made in writing to Grantor and Grantor agrees to approve or disapprove within 15 days after submission.
- c) The proposed lawful use of such lands includes but is not limited to the right to clearing and landscaping and other uses to be prescribed by Grantor, its successors and assigns including the said Emerald Lakes Association, Inc.

[NOTE: This Declaration of Covenants, Restrictions and Limitations was established by the Developer, UNIDEL CORPORATION, is recorded in the Office of the Recorder of Deeds in and for Monroe County, Pennsylvania, is an integral part of the private property deed of each Emerald Lakes Community Property Owner (Association Member) and is an integral part of the By-Laws of Emerald Lakes Association, Inc. by reference therein]

### **INTRODUCTION**

These Rules and Regulations and Building Procedures supplement all applicable Federal, State and Municipal law; the Covenants, Restrictions and Limitations (CR&Ls) contained in the individual private property deeds (and as recited in Schedule A forming an integral part of the Association By-Laws); the Association By-Laws; and the Association Operating Policies and Procedures.

Emerald Lakes is a private, patrolled, recreational, residential Community. All real property within the Community is privately owned by the Association Members, either individually as a residential building lot or collectively through the Association as Common Areas and Community Recreational Facilities. The Association is a Pennsylvania Non-Profit Corporation chartered for the purpose of performing all of the duties as administrator of the Community. In accordance with its By-Laws, the Association and the Community are

governed by a Board of Directors elected by the Association Members and this Board has all the powers and duties required to perform the purposes for which the Association was formed.

### **AUTHORITY**

- a) These Rules & Regulations and Building Procedures have been adopted by appropriate resolutions of the Board of Directors in accordance with its specified duty as set forth in the By-Laws, Article V, Section 1, paragraph (1), reading as follows: “to adopt and publish rules and regulations governing the use of the Common Areas and Community Recreational Facilities and the personnel conduct of the Members of the Association and their guests thereon, and for the health, comfort, safety, and general welfare of the members within the Community, including but not limited to regulation of parking, storing, or standing of vehicles, machinery, equipment, trailers, and/or components thereof, and to amend the same from time to time as when approved by appropriate resolutions.”
- b) Authority to enforce the Rules and Regulations and Building Procedures is established by Article XI of the Association By-Laws.

### **APPLICATION**

These Rules & Regulations and Building Procedures shall apply to all PROPERTY OWNERS; IT ALSO SHALL APPLY TO ALL MEMBERS, MEMBERS GUESTS TO INCLUDE CONTRACTORS, SUPPLIERS, REALTORS AND TENANTS.

### **GENERAL**

1. All State, County and Municipal law enforcement agencies have authority to enforce all applicable State, County, and Municipal Statutes, laws, Ordinances and Regulations within the Emerald Lakes Community.
2. The Association Common Areas and Community recreational facilities are privately-owner, restricted and are reserved solely for the use, benefit and enjoyment of the Association Members, Family Members, Renters, and Guests, providing all such persons are in good standing of the Association.
3. The Association, through its Board of Directors or a duly established designee, shall have the power to suspend, discipline or otherwise take action against any Association Members for conduct which, in its sole judgement, may endanger the welfare, interest or character of the Association or its members, or for any conduct representing violations of the Covenants, By-Laws, Rules & Regulations, Building Procedures and Policies and Procedures of the Association.
4. The obligation of membership shall include, but not be limited to:
  - a) Compliance at all times with the Covenants, By-Laws, Rules & Regulations, Building Procedures, and the Policies and Procedures of the Association, including the responsibility for like compliance by Family Members, Renters, Guests, Suppliers and Contractors.
  - b) Payment of all financial obligations due the Association as provided for in the By-Laws; and
  - c) Responsibility for all damages attributed to the Member, his/her Family Members, Renters, Guests, Suppliers and Contractors.
5. A Member of the Association or Associate Member who has been declared “not in good standing of the Association” for violation of the Covenants, By-Laws, Rules & Regulations, Building Procedures and Policies and Procedures.

- a) Shall be barred from exercising his/her privileges of Membership, or Associate Membership for all properties owned by said Member or Associate Member. This barring applies to the Member directly as well as all other Members, Associate Members, Family Members, Renters, and Guests associated with said property/ies.
  - b) any member in good standing who uses their guest pass in order that a member NOT in good standing may use an amenity shall be subject to a fine and suspension of amenity privileges.
6. Anyone vandalizing or stealing any property and/or the parent or host of anyone vandalizing or stealing property will be immediately suspended from all amenity areas for no less than 90 days. Restitution will be required, and the Emerald Lakes Association reserves the right to prosecute any such person.
  7. No person may engage in Disorderly Conduct when present upon property owned by the Association or when communicating with Association staff. Disorderly Conduct occurs if a person:
    - a) Engages in fighting or threatening, or in violent or tumultuous behavior;
    - b) Makes unreasonable noise;
    - c) Uses obscene language, or makes an obscene gesture; or
    - d) Creates a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor.
  8. Trespassing on ELA property is strictly prohibited. Individuals found on the premises without authorization will be subject to citation, and local law enforcement may be notified. If you are directed to leave ELA property by authorized personnel or a Public Safety officer and refuse to comply or return thereafter, you will be considered in violation of Defiant Trespass.

## **COMMUNITY RULES AND REGULATIONS**

### **ALARMS**

1. All existing alarm systems shall be installed in such a way that the audible alarm will shut off after no more than ten (10) minutes of operation.
2. Activation of an alarm system caused by a malfunction, which in turn is caused by violent natural catastrophe conditions, including electrical storms and power outages, shall not constitute a false alarm or nuisance alarm.
3. Any Association Member or Associate Member who, after receiving written notice from the Association or Public Safety that an emergency department (ambulance, fire, or police) and/or a Public Safety Officer has responded to two (2) false and/or nuisance alarms during any twelve (12) month period, shall thereafter pay a fine for each false and/or nuisance alarm. (Township Authorities may impose additional fines.)

### **APPEALS**

1. If a member receives a violation, they can pay the fine, appeal, or pay the fine and appeal at the same time. The member has fifteen (15) days to take the appropriate action of payment and/or appeal. During the fifteen (15) day period, use of the amenities is not suspended.
2. A member who wishes to appeal a disciplinary action imposed or authorized by the Board of Directors, that is, suspension of Member privileges or a fine for a violation of the Rules and Regulations, may request a hearing before the Appeals Committee and such disciplinary action will be suspended until after the hearing.
  - a) An appeals form is available at the office or may be downloaded from the website.
  - b) The requested hearing shall take place at the earliest available scheduled Appeals Committee meeting. Following the mailing to the member of written notice of the time and place thereof.
  - c) Management will render their decision in writing; upon receipt of the decision, the Member will have fifteen (15) days to comply.

### **BOATING**

1. All boat owners must register their boat with the Emerald Lakes Association and display a registration sticker at all times.
2. The use of the lakes for fishing and boating is subject to the Fish and Boat Code and regulations of the Pennsylvania Fish and Boat Commission.
3. Association boat racks are designated only for the use of Association Members in good standing. Assignments are seasonal and on a first-come, first-served basis. They may be obtained at the Administration Office for a fee.
4. Boats may be powered by electric trolling motors. They must have a current valid Pennsylvania registration and display proper registration numbers on the hull of the boat.
5. Boats may NOT be powered by an internal combustion engine (motor). Such engines may be mounted on a boat, but they may not be turned on utilized, or powered while on Emerald Lakes Community lakes.

6. All boats must stay clear of designated swimming areas. Diving and/or swimming off boats and bridges is prohibited.
7. The owner of a boat shall be held responsible for the actions of the operator and occupants of the boat.
8. Any use of the lakes shall be at the risk of the owner or operator of the boat.
9. Violations of these boating rules may result in loss of privileges and/or association-imposed fines. Violation of State Law may also subject the Member to prosecution by State Authorities.
10. All boats must be removed by November 15<sup>th</sup> from the racks by the owners. Failure to do so may result in confiscation and fines.

### **BURNING**

1. Burning may only occur in a designated container that has legs and is covered with a screen with no larger than ½ inch openings.
2. Burning of trash is strictly prohibited.
3. Burning as a means to clear your property is prohibited.
4. All fires shall be attended to at all times by a responsible adult with readily available means of extinguishing the fire, such as a fire extinguisher or water hose. After use, the fire must be completely extinguished with no smoldering evident.
5. No burning is allowed during a Fire Ban Emergency, as proclaimed by Emergency Management.

### **COMMUNITY CENTER**

1. All persons utilizing the Community Center (hereinafter referred to as “Center”) must obey all rules of the Pennsylvania Liquor Control Board, Pennsylvania Food Laws, and Emerald Lakes Association.
2. The Center shall be considered as the Common Area and the Community Recreational Facility bounded by Clearview Drive, Glade Drive, Doe Drive, and Lot Numbers 5387 and 5404, and includes, but is not limited to: The Community Center/Indoor Pool structure, parking lot, lawn areas, playground areas, tennis courts, basketball courts, driveway, sidewalks, and un-cleared Common Area land.
3. Persons who are members of a household in which the owner is a member or Associate Member not in good standing will not be permitted to use the Center.
4. Upon entering the Center, all persons must display their Association identification. Identification badges are also required when using the Community Center common area.
5. All children ten (10) years of age or younger must be accompanied by a person at least fifteen (15) years of age.
6. The Recreation Manager, or assignee (i.e., Manager on Duty), is in charge of the Center and is responsible for the enforcement of all Association Rules and Regulations at the Center. The Manager on Duty (MOD) also is responsible for maintaining the activities and conditions at the Center in such a way as to maximize the safety, well-being, and good order of all persons using the Center.
7. Use of the Center is reserved exclusively for the following:
  - a) Association Members (Emerald Lakes property owners of record).
  - b) Their Family Members; their Guests
  - c) Their Tenants, who have been approved for and have purchased Associate Member identification from the Association; and

d) Associate Member Guests

8. Guests must be accompanied by a member in good standing.
9. Members or Associate Members in good standing who do not have their Association identification with them must have their status verified.
10. Food snacks or beverages may not be brought into the Center without the permission of the MOD. Any clean-up necessary as a result of items brought into the Center will be the responsibility of the persons bringing the items in.
11. Appropriate attire is required of all persons using the Center. Bathing attire is only permitted in the pool and locker room area. The use of any other part of the Center will be denied to persons who are shirtless or shoeless.
  - a) Proper attire must be worn at all times in the restroom. No nudity allowed. When coming out of the shower a towel must be worn, when using the sauna, you must wear a bathing suit.
  - b) Thongs or G-strings are not permitted.
12. With the exception of service dogs, pets are not allowed in the Center.
13. Loitering is not permitted on Center property after hours.

**BAR**

1. Only Members and Associate Members 21 years of age and older may purchase alcoholic beverages. Guests may not purchase alcoholic beverages. (This is a requirement of our Pennsylvania club license).
2. Only persons 21 years of age or older may consume alcoholic beverages on the premises. Pennsylvania L.C.B or photo driver's license ID will be accepted as proof of age.
3. While the children are at the Community Center, they must be supervised by a parent or guardian at all times. No one under the age of 21 years is allowed to sit at the bar at any time. Failure to adhere to this rule will result in a fine and the violator will be asked to leave the bar area.

**DOG PARK**

1. Dogs may be off leash on Pine Tree Island and only on Pine Tree Island during the hours between first light and 10am only.
2. Owners are responsible for their dog's behavior at all times.
3. Owners must pick up any droppings and prevent dog urination on the beach.
4. Dogs aggressive toward people or other dogs will be banned.
5. Owners must prevent unleashed dogs from leaving the island.

**FIREWORKS**

1. No one is permitted at any time to use fireworks of any sort. Failure to adhere to this rule will result in a fine.

**HUNTING/FISHING**

1. The use of the lakes for fishing and boating is subject to the Fish and Boat codes and Regulations of the Pennsylvania Fish and Boat Commission. [www.pacode.com](http://www.pacode.com) Chapter 63. General Fishing Regulations.
2. All fishing will require an ELA permit that can be obtained at the Administration Office with a copy of your valid Pennsylvania Fishing License and a fee. The permit will be valid for the length of your PA fishing license. You will be required to display your ELA permit at all times while utilizing our lakes.

3. Hunting is strictly forbidden.
4. Wildlife is not to be harassed or abused.
5. Fishing in the lakes within Emerald Lakes Community is only permitted by Association Members, Family Members, Tenants, and Guests.
6. The Catch and Release program is for all lakes and all fish. Be advised that a fine will be issued to anyone not adhering to this rule.

### **LAKE, BEACH, AND PICNIC AREAS**

1. Association-issued identification shall be available to be shown when requested by authorized personnel while using the lakes, beaches, and picnic areas.
2. Swimming in the Association-owned lakes at all times shall be at your own risk.
3. Rules posted at the designated swimming area shall be adhered to at all times. These include but are not limited to:
  - a) Swimming is always at your own risk.
  - b) No swimming is permitted outside of buoy lines.
  - c) Containers and/or objects made of glass except for prescription eyeglasses are prohibited in the beach areas.
  - d) Pets are not permitted on the beach areas.
4. All children ten (10) years of age or younger must be accompanied by a person at least fifteen (15) years of age.
5. Picnicking is limited to the designated areas and all trash shall be placed in the provided containers. Household trash/garbage is not to be deposited in these containers.
6. Cooking devices shall be supervised at all times by an adult and must be completely extinguished and wet down before leaving.
7. Picnic areas and beaches must be left clean and un littered.

### **MOTOR VEHICLE**

1. While in the Emerald Lakes Community, operators of motor vehicles are required to abide by all Pennsylvania State, County, Municipal, and Emerald Lakes Community special motor vehicle rules and regulations. All posted traffic signs must be obeyed.
2. The speed limit of Emerald Lakes roads is as posted throughout the Community, with a maximum of 25 miles per hour.
3. Motor vehicles that are not licensable by any state for use on public roadways are expressly prohibited and may not be operated within the Emerald Lakes Community. Such vehicles shall include, but not be limited, to “off-road” recreational vehicles, mini-bikes, dirt bikes, all-terrain vehicles, snowmobiles, and go-carts.
4. Golf carts and UTVs are permitted as well as ATVs performing utilitarian work may be used on Emerald Lakes’ roads. They must be insured and must be registered with the Association Office.
5. All motor vehicles operated, parked, or stored within the Emerald Lakes Community are required to be currently registered, licensed, and display a current vehicle inspection sticker, and registered with the Association.

6. No vehicle may be parked on Emerald Lakes roadways at any time or on amenity properties overnight. All roads must be kept free for emergency vehicles, road paving and repair, and snow plowing. (Exceptions: - vehicles making a delivery or doing or supporting construction.) If you are having a party, permission must be obtained from Management so the vehicles can park on the road or designated area for this gathering. Failure to adhere to these rules will result in the vehicles being considered illegally parked and will be fined and may be towed away at the vehicle owner's expense.
7. Vehicles are not permitted on any Community property except the roads and designated parking areas.
8. No operator of any motorized vehicle should refuse to bring the vehicle to a stop or should flee and elude when given a visual or audible signal by Public Safety personnel. The signal may be by hand, voice, emergency lights or siren.
9. There shall be no passing on any Association Road.
10. No vehicle shall be operated in such a manner that shall constitute reckless endangerment or endangering the life of others or wildlife.
11. Abandoned or inoperable vehicles are not permitted within the Community, whether on Common Areas or private property. Such vehicles shall be removed from Common Areas at the vehicle owner's expense.

#### **TOWING**

1. If any unauthorized or unidentified vehicle is on ELA property, Public Safety shall have the vehicle towed at the owner's expense.

#### **TRAILERS**

1. One registered RV or one registered motor home or travel trailer or other type of private (non-commercial) trailer may be parked on any lot or tract having a house, provided that no living quarters shall be maintained, or any business conducted within the vehicle or trailer when parked in the Community.

#### **PERSONAL PROPERTY ON COMMUNITY ROADS**

1. The placement and/or use of personal property including but not limited to athletic equipment such as portable roadside basketball hoops and skateboard ramps, as well as tree cuttings (debris), discarded or for sale items such as furniture, appliances, or equipment, dumpsters, trash, and permanent structures within the Association's Road right-of-way is prohibited. The Association's right-of-way is 25 feet from the center of the roadway.

#### **PETS**

1. The keeping of poultry or animals other than those classified as family pets including dogs, cats, and caged birds, shall be prohibited. No more than two (2) dogs or two (2) cats, or one (1) dog and one (1) cat shall be allowed per dwelling. [See schedule A, Declaration of Covenants, Restrictions & Limitations, item 5.]
2. Pets must be licensed and vaccinated against rabies as required by law.
3. Pets must be leashed at all times while outside the property.
4. All dogs must be kept under control. Owners are responsible for all damages caused by their animals.
5. All dogs must be registered with the Association office and will be issued a dog tag, at no fee.

6. No poison or harmful substance shall be left in any place, on your property or elsewhere, where it may be easily found and eaten by domestic pets and/or wildlife.
7. No pet shall be abandoned.
8. Continuous barking, howling, or the making of other loud noises by any animal for more than thirty (30) minutes shall be deemed to be a disturbance of the peace.
9. All owners must clean up after their pets and dispose of feces in a sanitary manner.
10. No pet shall be left outside unattended for more than 30 minutes in inclement weather, (weather that is raining, storming, snowing, above 90 degrees, or below 32 degrees).

### **POOL RULES: INDOOR & OUTDOOR**

1. Smoking is not permitted in the pool enclosure.
2. No one is permitted in the pool enclosure except during scheduled hours.
3. The Association may close the pool during scheduled hours for reasons of safety, weather, or maintenance.
4. No running, diving, dunking, pushing, or other horseplay will be permitted.
5. No glass objects are permitted in the pool enclosure.
6. All children ten (10) years of age or younger must be accompanied by a person at least fifteen (15) years of age.
7. Swim diapers are required in all pools.
8. Only bathing suits may be worn in the pool. Cutoffs are not permitted.
9. Thongs and G-strings are not permitted in the pool or the pool enclosure.
10. No sitting, hanging, or swinging on ropes or ladders.
11. No radios are allowed in the pool enclosure except when played through headphones.
12. Large flotation devices are prohibited in the pool.
13. Persons having infections, open wounds or bandages are not permitted in the pool.
14. With the exception of service dogs, pets are not permitted in the pool area.
15. Association-issued identification should be available to be shown when requested by authorized personnel while in the pool area.

### **PUBLIC NUISANCE**

1. Any vehicle not equipped with a muffler or a vehicle with an exhaust modified louder than factory volume is not permitted.
2. Vehicles with a backfiring or afterburner-type exhaust system that produces a popping or gunfire-like sound are strictly prohibited.
3. Any condition that creates persistent loud noise(s) between the hours of 8 am and 10 pm is a public nuisance. There are exceptions for permitted construction work and lawn care maintenance.
4. Loud noises between the hours of 10 pm and 8 am will be considered Disturbing the Peace and the associated fines will be doubled.
5. Public nudity is not permitted on Emerald Lakes Association Property.

## **PUBLIC SAFETY**

1. Public Safety has the right to go on any property within ELA with just cause.
2. Public Safety has the authority to monitor all ELA community property.
3. Public Safety has the authority to monitor all lakes.
4. Public Safety has the authority to check the identification of anyone on ELA community property.
5. Public Safety is not authorized to transport a resident in the patrol car unless in an emergency situation.

## **RENTALS**

Association Members who own a residence in Emerald Lakes Community may rent, lease, or make available to others their residence. Members must follow the Rental Policy and register their rentals.

## **MEMBER/LANDLORD**

1. Member/Landlord, or his/her rental agent, shall complete a RENTAL REGISTRATION form prior to each rental of their property and submit it to the Association's Administration Office. The Association reserves the right to charge a registration fee as determined by the Board of Directors.
2. Members/Landlord shall NOT lend his/her own Association-issued identification for use by the Tenants but may purchase Association-issued Amenity Passes if desired.
3. Member/Landlord shall be held legally and financially responsible to the Association for any and all damages caused to the Common Areas and Community Recreational Facilities by the actions of the Tenants and Tenant's Guests, as well as for violations of the Association's Rules and Regulations by the Tenants, to the extent that such damages or violation fines are not collected directly from the Tenants.
4. Any home that is rented must be rented in its entirety to one tenant family and may not be occupied in any part by the Property Owner or more than one (1) tenant family during the rental/lease period.
5. Any short-term rental (less than 30 days) must follow the Association's rental policy.
6. Any member or landlord engaged in unauthorized reproduction or alteration of an amenity pass, compactor pass, or ELA I.D. will be subject to a fine and the suspension of amenity privileges.

## **SCHOOL BUS REGULATIONS**

1. When you meet or overtake a stopped school bus with red signal lights flashing and stop arm extended, you MUST STOP.
2. You MUST WAIT until the red lights have stopped flashing and the stop arm has been withdrawn before moving.
3. DO NOT MOVE until all the children have reached a place of safety.

## **SIGNS**

1. No unauthorized signs shall be permitted on Common or Private property, including "For Sale" or "For Rent", including Realtor signs or any other advertisements without specific permission of Emerald Lakes Association. This rule is based upon a deed restriction contained in Association Members' property deeds. [See Schedule A, Declaration of Covenants, Restrictions, and Limitations: #11.]
2. Homeowners may display an alarm system notification sign on their property providing it is no larger than 12" x 18" and is placed on the owner's property.

3. Unauthorized signs will be removed by the Association and the property owner will be subject to a fine.
4. "Yard Sale" or "Garage Sale" signs are permitted but must be removed 24 hours after the end of the event.
5. Private Property" and "No Trespassing" signs are permitted in Emerald Lakes. Signs can be no larger than 12" x18.
6. Owners shall install and maintain the property "911" address sign in a readable condition.
7. Political Signs and Flags can only be displayed 45 days prior to an election and removed within seven days after an election.
8. Political Signs and Flags must remain respectful. They cannot contain any profanity or foul messages.

### **TENNIS COURTS**

1. Association-issued identification should be worn or available to be shown when requested by authorized personnel while using the tennis courts.
2. Pets are not permitted on the tennis courts or in the tennis court area.
3. Eating, smoking, and alcoholic beverages are prohibited on the tennis courts.

### **UNSIGHTLY PROPERTY**

#### **Contractors must follow all items under Building Procedure Compliance**

1. At no time shall any equipment, appliance, merchandise, construction materials, and other materials and goods of any nature whatsoever be stored outside of an enclosed building so as to prevent an unsightly appearance and detract from the beauty of the Community.
2. The grounds of any private property shall be kept in good repair and appearance by the owner.
3. Grass and/or weeds that exceed 6 inches will be considered unsightly.
4. Garbage bags or loose trash present in the yard will be considered unsightly.
5. Firewood and kindling intended for fire-starting may be neatly arranged on the owner's property.

### **GARBAGE AND TRASH**

1. Normal household garbage and trash must be taken to the Association's compactor in a timely fashion. Any garbage or trash placed outdoors, pending transfer to the compactor, must be kept in secure containers or areas to discourage access by wild animals. Owners are responsible for any trash scattered by animals or vandals on their surrounding property. All garbage, trash, and rubbish shall be disposed of off the premises and no garbage, trash, or rubbish may be placed, dumped, or buried on owner's property or anywhere within the Emerald Lakes Community.
2. No trash or garbage is to be left at the dumpsters when closed, in the parking lots, or on any Emerald Lakes Community Property.
3. Valid Member (or Associate Member) badges must be shown to the compactor attendant to receive trash disposal privileges.
4. Recycling is mandatory in the trash compactor area.

5. Trash cans must not be stored on the roadway and not more than 24 hours prior to pick up. Once the trash is picked up, the cans must be removed from the roadside that same day.
6. The use of mini dumpsters as a primary refuse removal container is prohibited. Temporary dumpsters used for construction and debris for renovation/rebuild are permitted.
7. If trash receptacles are disrupted, owners will be given 24 hours' notice to remove the refuse. If the refuse is not cleaned up within the time frame allotted, Maintenance will be dispatched to remove and the owner will be charged a clean-up fee designated by the Board of Directors.

### **WEAPONS**

1. Discharging any weapon within the confines of Emerald Lakes is strictly prohibited.
2. Violations will result in citations issued by the Association and shall be reported to the appropriate authorities as may be required.
3. The killing of or attempting to harm any animal within Emerald Lakes is strictly prohibited.

### **YARD/GARAGE SALES**

1. All yard/garage sales must be registered with the Admin Office.
2. You are permitted two (2) yard/garage sales per fiscal year.
3. They shall not run longer than three (3) consecutive days.
4. You must provide the Admin Office with proof of a township permit, where applicable.

## **BUILDING PROCEDURES AND REGULATIONS**

Major alterations, repairs, replacements, and/or renovations, which include deck renovations, repairs, and replacements, as well as fencing installations and replacements, repairs, and renovations, are regarded in the same manner as new construction and, therefore, are subject to the same Procedures and Regulations. Minor changes in existing structures must conform to the established standards of the Association.

Compliance Permits for construction will only be issued to property owners in good standing. No work shall be initiated prior to the receipt and posting of the permit; this includes material deliveries and tree removal.

All property owners are responsible for ensuring compliance with all Township Ordinances and obtaining any necessary Township, or other governmental permits, prior to submitting an application for an ELA Compliance Permit.

Pocono Township Municipal Bldg. (570) 629-1922

Tobyhanna Municipal Bldg. (570) 646-1212

Tunkhannock Municipal Bldg. (570) 646-3008

### **BUILDING PROCEDURE COMPLIANCE**

Contractors and owners performing construction on their own behalf shall comply with the following requirements:

1. Owners must restrict construction activities to Monday through Saturday, 8:00 AM through 6:00 PM. No work is permitted on Sundays or holidays.
2. No work, including removal of any trees, or delivery of any materials, equipment, or building components, shall begin prior to receiving all permits and tree removal approvals. Portable toilets must be on the site prior to the beginning of any new home construction.
3. Owners are fully liable for the actions and inactions of their subcontractors and suppliers. They are liable for any violations of any ELA Rules and Regulations or of these Building Procedures.
4. Trees measuring 3" or more in diameter (outside bark to outside bark) measured at a height of 36" above the ground shall not be removed unless approved by the Code Enforcement Officer. All requests must be submitted in writing on the prescribed Tree Removal Request form. Failure to obtain prior approval will result in fines.
  - a. Trees to be removed must be individually marked with flagging when trees are to be cut for construction. The property corner pins must be suitably staked, flagged, and identified. Proposed house construction requires the corners of the house, driveway septic mound, and other structures must be identified with wood stakes, and suitably labeled.
  - b. Removal of dead, hazardous, or fallen trees do not require a permit or fee. But photo evidence must be presented to the code enforcement officer prior to removal.
  - c. The fee for removal of healthy trees 3 inches or more in diameter and 36 inches in height requires a compliance permit and a fee of \$50 plus replacement with a tree of a minimum height of 3 feet per tree that must remain alive for a period of 12 months or require replacement.

5. Each live tree approved for removal by a property owner must be replaced by a mature 4' (minimum) tree, within 60 days of the approval date. Failure to do so will be considered one violation per tree not planted.
6. Burning or burying of waste or debris is not permitted.
7. As determined by site conditions a culvert with a minimum size of twelve inches (12") in diameter or larger shall be installed under the full width of the driveway.
8. Drainage swales shall be constructed at the full length of the road frontage to ensure proper drainage. Swales must also be provided along property lines and elsewhere to ensure neighboring properties are not adversely affected by surface water runoff.
9. All driveway installations, repairs, and/or modifications require an ELA compliance permit. This includes the following requirements:
  - a. The surface of any driveway(s) must be even with the roadway at the point of intersection.
  - b. A culvert must be installed under the driveway to ensure a free flow of stormwater from the adjacent swales.
  - c. If no swale exists on either side of the driveway culvert, the driveway must contain a depression sufficiently wide and deep to carry any surface water from one side of the driveway to the other without flooding the street.
  - d. Culverts must extend 18 inches beyond the edge of the driveway and be protected from erosion.
10. Building materials are not to be stored on the roadway at any time.
11. Construction vehicles or equipment shall not be parked or stored on any street or right of way, except during the performance of construction activities. This includes subcontractors and supplier vehicles and workmen's personal vehicles.
12. Contractors must provide suitable traffic cones and/or warning signs when the construction activity necessitates occupying a portion of or an entire traffic lane.
13. All work must cease immediately upon receipt of the written stop order.
14. Contractors' permits/advertising signs shall not exceed two feet by three feet (2' x 3') maximum and shall not be erected prior to obtaining a township building permit(s). The ELA building permit shall also be displayed next to the township permit(s). All signs shall be kept in good repair and readable condition and be easily accessible from the street at all times.
15. Contractor's signs and permits must be removed within thirty (30) days of the construction completion and/or receipt of a Township Certification of Occupancy.

### **DESIGN CRITERIA**

1. No building shall be erected, altered, placed, or permitted to remain on the premises other than one detached single-family dwelling, and two (2) outbuildings per lot (e.g., one (1) detached garage and one (1) storage shed).
2. The drawings submitted with the compliance permit application must mathematically demonstrate compliance with all setback requirements.
3. A minimum of 1200 sq. ft. of living space is required for residential plans submitted for permits in all Emerald Lakes subdivisions.
4. A detached garage cannot exceed fifty percent (50%) of the house footprint, with a maximum footprint of seven hundred fifty square feet (750 sq. ft.).

5. Every fence and retaining wall requires a Compliance Permit and must conform to the following design criteria:
  - a. A fence may not exceed six feet (6') in height.
  - b. A solid fence is not to be located anywhere at or beyond the front wall line of the house.
  - c. A fence shall not encroach on the front street easement line. It shall not be closer than one foot (1') to the property lines. The side and rear utility right of way remain reserved for possible use for the installation of utilities. No other structure shall be constructed within these easement areas.
  - d. Barbed-wire, sharp-pointed, or electrically charged fences shall not be permitted.
  - e. Perimeter fences or walls shall not be permitted.
  - f. A fence is to be located anywhere at or beyond the front wall line of the house and may not be more than thirty-three and one-thirds (33 or 1/3% solid)
  - g. Chain link fences shall not be permitted at or beyond the front wall line of the house.
  - h. Fence enclosures (e.g., privacy, children, garden, or pet surround), shall be located in the rear of the lot.
  - i. Masonry/concrete block fences are not permitted. Masonry retaining walls are permitted, subject to receiving a Compliance Permit, and any necessary Township Permits prior to construction.
6. No vehicle or structure of a temporary character, including but not limited to any van, trailer, tent, shack, garage, barn, or other type of outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.
7. No additional structures or structural changes to the exterior of any existing structure, including garages, decks, sheds, pergolas, or any other out-building or structure, shall be permitted on any lot without submitting a permit application and obtaining a Compliance Permit from Emerald Lakes Association, Inc.
8. Swimming pools must meet the following requirements.
  - a. A Township building permit and an Emerald Lakes Compliance Permit are required for both in-ground and above-ground pools.
  - b. The pool and any external pool structure must adhere to the ELA setback requirements.

### **VARIANCES**

An application for a variance from any of the Building Procedures requirements may be filed in writing with the General Manager or Board of Directors and shall specifically include all of the following:

1. A statement of the requirements of the Procedures for which a variance is sought.
2. A statement of the manner by which strict compliance with the requirements would result in practical difficulties, including the nature and extent of these difficulties.
3. A statement of feasible alternatives to the requirements that would adequately protect the health, safety, and welfare of the occupants or intended occupants and the public in general.

## COMPLIANCE PERMITS

1. The following documents must be submitted to the CEO for review and approval in order to receive an Emerald Lakes Compliance Permit. The complete replacement of a shed or deck, or portions of a deck or fence requires a compliance permit. The items with an asterisk are only required to be submitted with a new home construction application.
  - b. Application for an ELA Compliance Permit, along with a fully completed Cover Sheet Check List
  - c. Compliance Permit Fees:

House (complete):	\$800
Garage, Addition, Alteration,	\$300
<b>In-ground Pools</b>	<b>\$300</b>
Above-ground pools above 24 inches tall	\$50
<b>(Below 24 inches does not require a permit)</b>	
<b>*Water must be trucked in for all in-ground pools &amp; above ground 48" and above</b>	
Porch, Deck, Shed, Dock, Fences, Retaining Walls	
Driveways, Trees, Hot Tubs, Sauna & Pergolas	\$100
<b>Wood-Fired Burner/Furnace</b>	<b>\$25</b>
  - d. \*Copy of Property Owner's Deed
  - e. Copy of Township Zoning Permit
  - f. Copy of Bureau Veritas Building Permit
  - g. \*Copy of Township Septic Permit
  - h. \*Signed and dated Guarantee form
  - i. Signed copy of Construction Contract
  - j. One set of ¼ "scale drawings, showing all elevations and plan views
  - k. One copy of the Surveyor's Property Report/Drawing drawn to 1"=50" or larger scale, indicating North, and including, but not limited to, the location of the following:
    - i. Iron pins indicating property corners
    - ii. House with setbacks
      1. Sheds, pergolas, additions, decks, docks, garages, and fence applications must also show setbacks (distances measured from the work to the property lines).
    - iii. Driveway
    - iv. All areas that are to be cleared and/or disturbed.
  - l. Copy of Contractor's liability insurance coverage which shall cover public liability to a minimum amount of three hundred dollars (\$300,000.00) for bodily injury and one hundred thousand dollars (\$100,000.00) for property damage.
  - m. List of Subcontractors, with company names, contact persons, telephone numbers, and addresses.
  - n. Copy of Monroe County Conservation District permit for docks. [Refer to Schedule A, Item 14b, page 6].
2. Failure to comply with any one of the requirements specified within any of the Application Forms, shall be considered incomplete and may be denied.
3. All dues and fines must be paid, and the member must be in good standing before a permit will be issued.

4. Processing may take up to 15 days after the receipt of the complete documentation or receipt of the last item if any documentation is missing or incomplete.
5. All compliance permits must be posted prior to the commencement of any construction activity. They must be maintained in a readable condition throughout the construction period until the Certificate of Compliance and Occupancy Permit are issued.
6. If a change in the original approved plans becomes necessary, a written request for the change must be submitted to and approved by the CEO.
7. Any homeowner desiring to install an outdoor burner/furnace within the Emerald Lakes Association must obtain a permit from the Code Enforcement Officer. The permit must meet the following requirements.
  - a) A plot plan showing all property lines and required setbacks
  - b) Present the Approval permit of the local municipality.
  - c) Present the obtainment of the Bureau Veritas Building Code permit for the mechanical connection to the building it will serve.
  - d) Copy of the proposed unit of installation.

The Code Enforcement Officer can approve or deny a proposed outdoor burner/furnace based on the aesthetics of the proposed unit. Units shall have the appearance of an additional outbuilding (shed, garage, carport). Roof and siding shall be kept in good repair and abide by the same requirements as a dwelling. Absolutely no other materials shall be burned but clean wood.

“Clean Wood” Reference: *Tobyhanna Township CH 68; article 2; C 68-15 section B.*

#### **COMPLIANCE PERMITS & APPROVAL**

1. The CEO may issue a compliance permit after a written application is submitted in the manner and on forms prescribed, providing that the application is complete, all required information is provided, and the application is accompanied by the applicable filing fee.
2. All Compliance Permits will expire within one (1) year of issue date.
3. The exteriors of all buildings shall be completed within four (4) months of construction start date (as prescribed by Schedule A, Declaration of Covenants, Restrictions, and Limitations, Item 6).

## SCHEDULE OF FINES

### BUILDING

Building without Permit	House - \$1000.00
	Garage or Pool - \$500.00
	All other construction - \$150.00 per offense

Failure to fill pools with trucked-in water **\$250.00**

Stop Order \$500.00 per day

### GENERAL

Boat/Watercraft \$50.00 failure to register boat/watercraft and to display a registration sticker

Boat Confiscation \$35.00

Burning \$500.00 per offense

Catch/Release \$100.00 per offense

Disorderly Conduct/Abuse of Staff \$300.00 and possible suspension of privileges for a length of time TBD by the GM

Threats (physical) of ELA Staff \$600.00 and possible suspension of privileges for a length of time TBD by GM and shall be reported to PMRPD

Evading/Eluding Public Safety  
1<sup>st</sup> offense - \$500.00  
2<sup>nd</sup> offense- \$750.00  
Subsequent offenses - \$1000.00

Failure to Register Tenant \$200 per offense

False House Alarm: \$25.00 per alarm after 2 warnings during a 12-month period

Fireworks  
1<sup>st</sup> offense - \$500.00  
2<sup>nd</sup> offense- \$750.00  
Subsequent offenses - \$1000.00

Guest Pass Abuse  
1<sup>st</sup> offense - \$250.00  
2<sup>nd</sup> offense - \$500.00 and suspension of 3 months  
3<sup>rd</sup> offense - \$750.00 and suspension of 6 months

Interference of Public Safety \$250.00 per offense

Public Nudity	\$500.00 per offense
Public Nuisance	A \$250.00 fine will be issued for any conditions that disturb the peace of the community
Renting w/n in Good Standing	\$200 per offense
Trespass(ing)	1 <sup>st</sup> offense - \$250.00
	Subsequent offenses are considered Defiant Trespass
Defiant Trespass	\$500.00 each offense
Unregistered Fishing	\$200.00 per offense
Vandalism	1 <sup>st</sup> offense - \$500.00
	2 <sup>nd</sup> offense- \$750.00
	Subsequent offenses - \$1000.00
Unauthorized Reproduction	1 <sup>st</sup> offense – suspension of 3 months
	2 <sup>nd</sup> offense - \$250.00 and suspension of 6 months
	3 <sup>rd</sup> offense - \$500.00 and suspension of 9 months

### **MOTOR VEHICLE**

Failure to Stop at Stop Sign	1 <sup>st</sup> offense - \$100.00
	2 <sup>nd</sup> offense- \$200.00
	Subsequence offenses - \$500.00
Failure to yield to Emergency Vehicles	\$100.00 per offense
Illegal Parking	\$50.00 per offense
Passing	\$100.00 per offense
Parking on Roadway during inclement weather	\$200.00 per offense
Prohibited Vehicles	\$250.00 and \$1000.00 for subsequent offenses
	-Off Road recreational vehicles
	-Minibikes

- Dirt bikes
- Snowmobiles
- Go carts
- Abandoned or inoperable motor vehicles

Reckless Endangerment	\$500.00 per offense
School Bus Rule	1 <sup>st</sup> offense - \$500.00 2 <sup>nd</sup> offense - \$1000.00
Speeding	(1 to 10 mph over posted limit) - \$50.00 2 <sup>nd</sup> offense - \$75.00 3 <sup>rd</sup> offense - \$100.00 \$100.00 (11 – 15 mph over) - \$100.00 2 <sup>nd</sup> offense - \$200.00 3 <sup>rd</sup> offense - \$300.00 (16-20 mph over) - \$150.00 2 <sup>nd</sup> offense - \$300.00 3 <sup>rd</sup> offense - \$500.00 21 mph and over is considered RECKLESS DRIVING <i>(warnings are at the discretion of Public Safety and can always be used)</i>
Unregistered Vehicle	\$100.00 per vehicle not registered with ELA

**SIGNS**

Unauthorized posting of signs	1 <sup>st</sup> offense warning 2 <sup>nd</sup> offense - \$50.00 subsequent offenses
Failure to have readable 911 address sign displayed	1 <sup>st</sup> offense – 15-day warning 2 <sup>nd</sup> offense - \$50.00 subsequent offenses

**TREE CUTTING**

Removed without Permit	\$200 per tree and tree replacement
Failure to plant replacement tree	\$100 per tree

**UNSIGHTLY PROPERTY**

Unsightly Property (a written warning will be issued to comply with required clean up to be done within 15 days of written notice with exceptions)

1<sup>st</sup> offense - \$50.00

2<sup>nd</sup> offense- \$100.00

Subsequent offenses - \$200.00

Nuisance Property \$250 first offense

\$500 second offense

\$750 third offense

**GARBAGE AND TRASH**

Dumping \$500.00 per offense

Failure to bring in bins from road \$50.00 per offense

Failure to secure bins \$50.00 per offense

Maintenance Clean Up \$250.00 1<sup>st</sup> offense

\$500.00 each additional offense

**PETS**

Abandonment \$500.00 per offense

Disturbance of Peace \$250.00 per offense

Loose Dog \$200.00 per offense

Unattended/Endangered Pet \$500.00 per offense

**WEAPONS**

Discharging a Weapon \$750.00 per offense

Harm or Kill any Animal \$750.00 per offense

**OTHER VIOLATIONS**

\$50.00 1<sup>st</sup> offense

\$100.00 2<sup>nd</sup> offense

\$200.00 subsequent offenses & suspension of membership privileges

## **ADDITIONAL CHARGES**

Applicable administration costs may be added to the fines identified on the list above.

Fines plus additional charges are payable within fifteen (15) days from the date of citation/violation.

Members wishing to appeal a citation, or a violation must file a written appeal with the Administration Office within fifteen (15) days of receipt of the citation or violation. Appeals will be processed as indicated under the "Appeals Procedure" section.

All escalating fines will reset each fiscal year on May 1<sup>st</sup>.