PREFACE

Pursuant to the Declaration of Protective Covenants set forth in the Master Deed and the By-Laws of the Stillwater Lakes Civic Association, Inc. (the "Association"), a non-profit Pennsylvania corporation, the Board of Directors has approved and promulgated the following Rules and Regulations to assist and guide the members of the Association in understanding the procedure to be followed in the maintenance of the common areas and the use of lots and the present and future residential living conditions relating to the health, safety, public works, convenience, comfort and beauty of lands in Coolbaugh and Tobyhanna Townships, Monroe County, Pennsylvania, known as Stillwater Lakes Civic Association.

Under the declarations and the By-Laws, the purchaser of a lot automatically becomes a member of the Association and must comply with the Association's Rules and Regulations and the Covenants. We urge all members to cooperate and adhere to the observance of the Declaration, the Covenants, and the Rules Regulations, to insure the common interest of the owners of all lots in the promotion and maintenance of the value, beauty, and physical environment in the development, so that the value of property will not be impaired or adversely affected.

Any violation of the terms and provisions of the Declaration, the Covenants, and the Rules and Regulations, shall be subject to the enforcement procedures, FINES, PENALTIES AND SANCTIONS, if any, as may be specifically set forth in the "Stillwater Lakes Citation Review and Procedures", which are incorporated herein by reference as if fully set forth.

Sincerely,

The Board of Directors
Stillwater Lakes Civic Association
DEFINITIONS

The following terms, as used herein, shall have the meaning as set forth below:

ASSOCIATION: Stillwater Lakes Civic Association, Inc., a membership domestic corporation organized under the Non-Profit Corporation Code of the State of Pa., also known as SLCA.

BOARD OF DIRECTORS: The Board of Directors of the Association.

BY-LAWS: Governing documents of the Association by which the Board of Directors is empowered to make Rules and Regulations.

COMMON AREAS: All community property amenities such as, but not limited to, buildings, roads, rights-of-way, land and access areas deeded to, or obtained by, the Association, and the Clubhouse, swimming pool, beach, and sewer systems, and certain Association amenities and common areas shown on the recorded plan of lots.

COVENANTS: The Master Deed conditions and restrictions to which the lots and Stillwater Lakes are subject, and which run with the land with each and every lot.

MEMBER: As defined by the By-Laws in Article IV, Section 4.1, with a MEMBER IN GOOD STANDING being defined in Article IV, Section 4.2.

TENANT: A person or persons who have rented, leased or occupy SLCA property with consent of Owner and in accordance with the SLCA By-Laws and Regulations herein.

GUEST: A person, other than the owner who has been authorized to enter SLCA by the owner or his/her agent. Agent may include tenant. NOTE: A member not in good standing shall not be permitted to be the guest of another member.

CONTRACTOR: A person, company or corporation performing service within SLCA. It will include the contractors' employees and/or agents.

VENDOR: A person, company or corporation delivering material, supplies or goods within SLCA on a day-to-day basis.

MOTOR VEHICLE: A properly licensed registered vehicle operated by a motor. This will include, but not limited to automobiles.

BOAT: This will include, but not limited to, boats, catamarans, canoes, and inflatables.

ATV: Refer to unlicensed vehicle regulations for ATV classifications, presented later in this publication.

VEHICLE: Any mode of transportation operated by any means other than muscle
MEMBERSHIP IDENTIFICATION FOR USE OF AMENITIES

It is the policy of SLCA to have all members properly identified when utilizing SLCA amenities and the common areas. The Board of Directors, through the Officers, shall designate the appropriate ID each year.

PURPOSE OF IDENTIFICATION

1. Provide control of amenities and limit use to members in good standing and their bona fide guests.
2. Provide security to amenities to assure proper use and not abuse.
3. Provide safety to insure that amenities are operated with adequate staff and equipment.

RULES AND REGULATIONS

1. Members, upon payment in full of their annual assessment, dues, and all charges and fines, will receive membership cards.
2. Upon first visit of the member to the SLCA office each year, he/she shall secure appropriate visible ID along with membership card.
3. Guests and tenants shall secure appropriate ID and pay fees in advance as required, prior to use of any amenity.
4. The SLCA Security and Rules Enforcement is in the event the Association has security.

GENERAL RULES

1. Suspension: The Board of Directors shall have the power to: suspend from the common areas, or fine a member and/or expel a non-member from SLCA for conduct which in its opinion, may endanger the welfare, interest or character of SLCA, or for any conduct in violation of these Rules and Regulations.
2. Premise Restriction: The SLCA premises are restricted solely to SLCA members, tenants, and their guests.
3. Right of Entry: Association representatives, as well as security officer, in order to enforce the rules of the Association, have the right to enter onto the land of any property owner for the purpose of determining compliance with SLCA Rules.
and Regulations. **Cameras may be used for inspection of violations.**

4. **Fines:** All violations of any SLCA Rules and Regulations are subject to the Fine Schedule and procedures of the Citation Review Committee.

5. **Guest Passes:** Members are responsible for seeing to it that their guests display a guest pass in a readily visible manner.

6. **Lot Identification:** Each improved lot shall be identified by lot number.

7. **Refuse:** Household refuse and recyclable material must be kept in sanitary containers with lids that are properly stored and secured. Member must arrange for disposal of and removal off the premises. Effective April 1, 2003, plastic garbage bags are not acceptable to be placed outside the home for pick up. Refuse may not be stored or burned on the premises or disposed of on Association property. **Contractors must remove all debris from SLCA.**

8. **Litter:** Anyone caught littering on SLCA property will be liable for a fine up to $250.00.

9. **Audio Devices:** The operation of audio devices in such a manner as to disturb neighbors and other individuals is prohibited.

10. (A) **Pets:** Barking dogs must be kept in the enclosed part of the house. When dogs are out of the house, they must be leashed at all times, and kept under the owner's control. Noisy pets are to be controlled by their owner. Pets are not allowed to enter the clubhouse area, pool, beach or any common area, except roads. Pets must be licensed and inoculated, according to Pennsylvania State Laws. It is the responsibility of the owner of the pet to clean up and remove animal excrement. The keeping of any animal other than those classified as household pets is prohibited.

(B) **Animals:**
   a. No animals, livestock, or poultry of any kind shall be raised or bred on any lot.
   b. The keeping of any animals other than those classified as household pets shall be prohibited.
   c. No more than two dogs or two cats, or one dog and one cat, shall be allowed per dwelling.

11. **Alcoholic Beverages:** Common areas and roadways are off limits to those under the age of 21 consuming, distributing or under the influence of alcoholic beverages. No one is permitted to operate a motor vehicle on SLCA roadways or common areas while under the influence of alcohol and/or drugs.

12. **Damage Responsibility of Members:** Members are responsible for all damages
ATTRIBUTABLE TO THEMSELVES, THEIR FAMILY, THEIR GUESTS, TENANTS AND/OR INVITEES.

13. **Harassment:** Verbal and/or physical harassment of staff is prohibited. Members, tenants and guests are expected to conduct themselves in a courteous and polite manner at all times. Loud conduct or profanity will **constitute a violation.**

14. **Unsightly Lot:** No lot shall be kept in an unsightly manner as determined by the SLCA Property Manager. An unsightly lot is defined to include any lot on which trash or rubbish is maintained including, but not limited to, building materials, unlicensed unregistered vehicles, household garbage, farm implements or machinery and broken furniture.

15. **Signs:** Lot numbers must be clearly displayed and visible on all property with homes. Owner's name, lot number and street name will be permitted for convenience of deliveries and emergencies, all other signs only with approval of the Association. Only one "For Sale" sign advertising a given home for sale may be placed inside a window, provided it does not exceed 36 x 48 inches overall and is not lighted. For sale signs are not permitted on any part of any lot.

16. **Burning:** Burning is prohibited throughout SLCA. **Examples:** no fire pit, barrel burning or campfires.

17. **Tree Removal:** No trees or brush shall be removed unless written approval is secured from Architectural Committee or Property Manager.

18. **Improvements/Permits:** No improvement shall be made on any lot without prior approval of the Architectural Committee. This includes, but not limited to, houses, garages, additions, sheds, decks, porches, docks, culvert pipes, fencing, and signs.

19. **Fuel Tanks:** Location of all fuel storage tanks in any residential lot shall be governed by Architectural Committee.

20. **Laundry Lines:** No laundry lines in front or on sides of homes.

21. **Landscaping:** There shall be no improvements or landscaping made on residential lots within road right-of-ways, without prior written approval of the Architectural Committee.

22. **Shoreline Preservation:** No shoreline shall be altered in any way.

23. **Speed Limit:** The speed limit at SLCA is 25 Mph, and where as other wise posted, weather conditions permitting.

24. **PA Motor Vehicle Laws:** No person shall operate **ANY VEHICLE** unless such operation conforms to the laws of the Commonwealth of Pennsylvania for
operation on public roads. *(Examples: Go-carts, dirt bikes, scooters, car, truck, motorcycle, golf carts, etc.)*

25. **Vehicle Insurance:** All vehicles must be insured by owner or operator

26. **Mufflers:** All vehicles must have the proper muffler system to insure the peace and tranquility of SLCA.

27. **Towing:** Motor vehicles shall not tow persons in any manner.

28. **Fire Hydrants:** It is illegal to park a vehicle at a dry hydrant access area.

29. **Parking:** Vehicles shall not be parked or left standing on roads. They are a hindrance to emergency vehicles and traffic. For a good cause an exception may be granted by Property Manager.

30. **Abandoned Vehicle:** If a vehicle remains on the property of the Association for a period in excess of forty-eight hours, it shall be classified as abandoned and the vehicle will be removed by a licensed tow and will be towed at the owner’s expense. After a period of one hundred eighty days, the vehicle, camper, boat, or other personal property not claimed, shall be deemed abandoned, and may be sold after appropriate legal proceedings to satisfy any judgments.

31. **Fishing:** Fishing in SLCA is subject to Pennsylvania State fishing laws. Everyone 16 years or older fishing in SLCA must have a current Pennsylvania fishing license. Current SLCA membership or guest badges must be worn. The following FISHING POLICY is in effect:
   *Only members of SLCA and their guest are allowed to fish in SLCA lakes.*
   *Size, type, and quantity of other fish will follow the current Pennsylvania Fish Commission rules & regulations.*

32. **Hunting:** Hunting is strictly prohibited on SLCA premises. Discharging any weapon or carrying an unregistered or loaded firearm is strictly prohibited. Violators will be prosecuted.

33. **Bicycle Right-of-Way:** Pedestrians and bicyclists have the right-of-way over motor-driven vehicles. Cyclists are to obey all SLCA rules. Bicycles ridden after dark must be equipped with a functioning headlight and rear reflector.

34. **Fireworks:** PURSUANT TO PENNSYLVANIA STATE LAW, THE USE OF FIREWORKS IS PROHIBITED IN THE DEVELOPMENT. ANYONE CAUGHT VIOLATING THIS ACT WILL BE SUBJECT TO A FINE OF $250.00 WITHOUT WARNING.

35. **Smoking in Common Buildings:** No smoking permitted in any common building.
owned and operated by Stillwater Lakes Civic Association.

36. **Snow and Debris Left In Roadways:** Snow, ice, earth, rocks, or other matter removed from member's property may not be deposited anywhere within the boundaries of Association roads, parking lots, or other common areas. In addition to applicable fines, lot owners will be responsible for the cost of cleanup and removal, and will also be held liable for personal injury or property damage that is attributed to violation of this rule.

37. **Sump Pumps and basement drains:** No sump pumps or basement drains are to be connected to the central sewer system at any time.

38. **First Right of Refusal:** (In Lieu of a Property Transfer fee) A fee will be charged by the Association's Attorney to issue the First Right of Refusal mandatory for all owners to have when selling property in Stillwater Lakes.

39. **ACCORDING TO ACT 180,** the Stillwater Lakes Civic Association Board of Directors unanimously approved at the May 22, 1999 Board of Directors meeting a Capitol Improvement Fee on the transfer of certain properties.** This charge will be the amount of the annual dues on an improved lot for an improved lot and one half of the annual dues on an improved lot for an unimproved lot. The money collected will be deposited into a separate Capital Improvement account which will be used for future projects.***

This Capital Improvement fee will be shown on the Resale Certificate and will be payable at closing.


** No capital improvement fee shall be imposed on any gratuitous transfer of a unit between any of the following family members: spouses, parent and child, siblings, grandparent and grandchild. No fees may be imposed upon any person who acquires a unit consisting of unimproved real estate and signs and delivers to the Association at the time of such person’s intention to re-convey such unit within 18 months.

***Capital improvement fees allocated by an Association 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.

40. **Yard and Garage Sales:** Permits must be obtained from the Property Manager for any type of Garage, Yard or Moving Sales. The Permit will cost $10.00 and must be plainly displayed at the location of sale. Also, any signs posted for the sale must be removed within 24 hours after the sale. Failure to either obtain a permit or remove posted signs will result in a fine of $50.00. Permit and fee is only good for three consecutive days. Rain date must be printed on Permit. **Limit of (4) four per year per lot, per household and not be consecutive weeks.**
41. No parking, stopping or standing between bus stop signs or an immediate fine of $50.00 will be issued.

42. Failure to comply with security will result in an immediate fine of $50.00 and increased according to fine schedule for multiple offences. None-compliance will include:

   a. Failure to stop for security;
   b. Failure to leave an area when requested;
   c. Failure to indentify oneself with proper identification;
PURPOSE: The purpose of the Architectural Committee is to keep the Community attractive for the enjoyment of residents and for the protection of property values.

I. Architectural Review Procedures

A. Request for Review Procedures

1. Applications to the Architectural Committee can be made by anyone owning property within Stillwater Lakes.

2. Each lot owner, or homeowner, will submit their proposal for exterior addition, change, alteration, or improvement to their property in writing. The proposal will contain a description of the project, it will included exact measurements for height, width, length, and location within the lot of the proposed improvements. Photographs or sketches of similar completed projects will aid in the consideration.

3. Oral requests will not be considered.

4. The applicants shall be informed, in writing, of the action taken by the Architectural Committee. If the request is rejected, the Architectural Committee shall state, as part of its written decision, the reason(s) for disapproval.

5. The Board of Directors may reverse or modify decisions of the Architectural Committee by a two-thirds vote of the Directors.

B. Violations

1. The Architectural Committee will investigate all statements of alleged violations. If it appears that there is a violation, the matter will be turned over to the Property Manager and the Board of Directors accompanied by a written report and a recommendation by the Architectural Committee.

2. In all cases, the name of the complainant shall be kept confidential.

C. Township and County Building Work Permits

1. Approval of any project by the Architectural Committee does not waive the necessity of obtaining the required township and county permits.
2. Obtaining a township and/or county permit does not waive the need for Architectural Committee approval.

3. The Architectural Committee will not knowingly approve a project which is in violation of the township and county building and zoning codes.

II. Architectural and Property Use Guidelines

A. Additions, Changes and Alterations

1. General - Any addition to an existing building, any exterior alteration, modification or change to an existing building must have the approval of the Architectural Committee before any work is undertaken. Examples of such projects include a deck, greenhouse, garage, docks, signs, culvert pipes, etc.

2. Retaining walls, mounds, change of grade and drainage, and other landscaping structures are discouraged. However, applications will be considered.

B. Out Structures

1. Trash Bins, Trash Containers, Sheds, Coal Bins, Oil and Propane Tanks should be located in the rear or side, outside of the home and must be located within the required setbacks. (Members have until 4/1/02 to conform and remove violations)

2. Decks and Garages must be located within the required setbacks.

3. Fences - any fence must have approval of the Architectural Committee before installation is undertaken. Factors to be considered in any fencing scheme include:

   (a) The height of 4 to 5 feet on the sides and rear of the home should be considered. The front of the home should have POST AND RAIL type fences only. The "side" of a home is considered the area falling between the front and rear planes of a home.

   (b) Effective June 1, 2001, any fence approved should not be constructed within the 5' side and 10' rear easements.

   (c) Maintenance - is the responsibility of the homeowner.

4. Landscaping - There shall be no improvements or landscaping
made to a residential lot where said improvement or landscaping falls within the roadway right of way without prior written approval of the Architectural Committee.

(a) Vegetable gardens - are permitted in the side or rear of the home only.

(b) Tree removal - No trees or brush shall be removed without written permission from the Architectural Committee.

5. Vehicles

(a) No vehicles shall be parked on any road except as provided in the rules & regulations.

(b) No commercial vehicles shall be parked on any road from 5 PM to 7:30 AM.

(c) Tractor-trailers, (cabs or trailers) have not been permitted in our community since October 4, 1994. The only exception is when they are making a delivery or pickup; and then they must leave immediately.

(d) RV’s of any kind have not been allowed in the Community since October 4, 1994. The only exception is pop-up campers, which must be kept in the rear of the home or garaged and unoccupied. (Members have until 4/1/02 to conform and remove violations).

(e) All boats and utility trailers of any kind must be kept in the rear of the home or garaged.

(f) School buses are not permitted to park on any lot, residence or street within SLCA between 5 PM and 7:30 am.

6. Miscellaneous

(a) Exterior lighting shall not be directed in such a manner as to create an annoyance to other neighbors.

(b) No lights of any kind (including those erected or installed by a utility company) shall be placed higher than the highest point on the home.

(c) No lot shall be kept in an unsightly manner as determined by the Architectural Committee.
(d) All firewood shall be neatly stacked and placed to the rear of the house.

(e) No contractor will work on any major construction during weekends or Holidays. Small weekend projects by Home Owner are allowed between 9 AM until Dark. Small projects including but not limited to are, sheds, placing of trees with use of a small backhoe, small electrical lighting projects even with the help of electrician, small window projects, cutting and removal of small brush, cutting of the lawns, delivery of material for the project. To avoid violations, any and all questions related to small projects should be made at least one week prior to the manager's office. Heavy equipment creates a disturbance to fellow members therefore, owner operated HEAVY EQUIPMENT (spreading stones for driveways, tarring, excavating, etc.) are not allowed.

(f) Any and all requests for architecture and landscaping, additions, deletions, or alterations to the existing building and/or property must be submitted and approved by the Architectural Committee prior to commencement of any construction or lot clearing. Any violations to the above, the property owner shall be subject to fines or other remedies deemed appropriate by the Association Board of Directors.

III. Procedures for Monitoring Architecture Compliance

A. Inspection - The Architectural Committee shall periodically survey the properties for compliance with architectural standards.

IV. Enforcement of Rules and Fines

A. Grievance Committee – There are three members on the grievance committee. All grievance requests must be in writing and you will have the right to hearing on any fine.

B. Fines - hearing, notice

C. Attorney Fees - member to be held liable if judgment is in favor of the Association.
SLCA SECURITY AND RULES ENFORCEMENT

PURPOSE: Overall - To maintain order, to protect the safety, health and welfare of the Community, and to assist in case of emergency.

The SLCA Security Department is responsible for enforcement of Rules and Regulations. The Private Security Force will be under the direction of a Security Manager who will be directly responsible to the Property Manager.

Directives or conduct and duties of the Security Force will be issued by the Security Manager. Security Force will make use of FM radios for emergency use and in carrying out their duties.

1. It shall be the responsibility of the Security Force to take necessary action to quell public disturbances, protest or demonstrations that endanger public safety or threaten damage to property.

2. Security personnel shall be responsible for controlling public assemblies in order to avoid potential conflicts between individuals, which threaten to damage property.

3. It shall be the responsibility of the SLCA Security Force to enforce all Rules and Regulations, including patrolling lakes and streams of the community. The Security Force shall prepare written reports of violators for consideration by the Citation Review Committee.

4. SLCA Security will respond to any call for an alleged crime and will, if necessary, notify the owner of the SLCA property. The Association assumes no responsibility for private property.

5. SLCA Security will take appropriate action relative to a trespasser incident, in compliance with the By-Laws of SLCA.

6. SLCA Security will respond to any call within SLCA in a medical or fire emergency. Appropriate action will be taken to notify the proper emergency service and arrangements will be made to escort the responding emergency vehicles to the scene of the emergency.

7. SLCA Security will enforce Rules and Regulations relative to vehicle registration, tenant and guest registration. Appropriate registration tags will be issued to each boat, trailer or motor vehicle upon proper authorization at the Club House Office. This will include, but not be limited to, valid membership card and vehicle registration. Appropriate records will be kept of the above transactions.
8. In the event of a crime or accident, SLCA Security, if possible, will take necessary photos of the scene. Copies of the photos will be given to the Security Manager, who may supply copies to interested parties at a modest fee.

**USE OF BUILDING FACILITIES**

1. Use of building facilities to be restricted to property owners in good standing and their guests, and renters must have on their person either a badge or membership card.

2. The property owner will be held responsible for any damage incurred by their family members, tenants or guest.

3. All facilities and equipment must be used properly and not abused. During periods of extreme activity, the time limit for the use of recreation equipment will be adjusted to ensure that all parties have an opportunity to use the equipment.

**COMMERCIAL AND OUTSIDE VENDORS**

1. Effective April 26, 1997, The Board shall not enter into any contract for the supplying of goods and/or services to the Association where the supplier of such goods and/or service is a member of the Association or where the supplier is an entity in which a member of the Association has an interest unless the member is a MEMBER OF THE ASSOCIATION IN GOOD STANDING. If the Board enters into a contract with such a supplier, and the member of the interested member becomes a MEMBER NOT IN GOOD STANDING during the course of the contract, the Board of Directors shall have the option of declaring the contract null and void, provided that, the Board first tender unto the member or the interested member (as the case may be) written notice of its intention for terminate the contract, which notices sets forth the specific reason and rationales for such decision and the member or interested member does not cure the default and become a MEMBER IN GOOD STANDING within TEN (10) Days receipt of the notice.

**POOL RULES**

1. The swimming pool and its facilities will be open to members in good standing and their guests **ONLY WHEN A LIFEGUARD IS ON DUTY.**

2. All members, guests, and renters using the pool must wear SLCA badges and register with the lifeguard on duty by signing their name, lot and section number. The lifeguard has authority to ask those who do not comply to leave the pool.

3. Children under 10 years of age must be accompanied by an adult who will have full responsibility for the child's safety and conduct.
4. Glass containers or any breakable objects are not permitted in the pool area.

5. Lifeguards shall have complete authority over all activities related to water events.

6. No running, shoving, pushing or throwing of people or objects into the pool will be tolerated.

7. All smoking material (cigarettes, cigars, etc.) must be disposed of properly, NOT THROWN ON THE GROUND.

8. All trash shall be deposited in containers provided for that purpose.

9. No cut-offs are permitted to be worn in the pool.

10. First Aid kits are in the possession of the lifeguards and security personnel on duty.

11. Anyone found in the pool when a lifeguard is not on duty will be subject to a fine.

12. No pets will be allowed in the pool area.

**BEACH RULES**

1. Beach area will be open for swimming as posted. Only during that time will swimming be permitted.

2. Glass containers or any breakable objects are not permitted in the beach area.

3. All smoking material (cigarettes, cigars, etc.) must be disposed of properly, NOT THROWN ON THE GROUND.

4. Trash shall be deposited in containers provided for that purpose.

5. No pets will be allowed on beaches.

6. No open fires will be allowed on beaches.

7. Children under 10 years of age must be accompanied by an adult who will have full responsibility for the child’s safety and conduct.

8. All members, guests, and renters using the beach must wear SLCA badges.

9. Rafts are not permitted in the designated swim areas.
POOL AND BEACH RULE ENFORCEMENT

1. Enforcement of Pool and Beach Rules is the responsibility of the lifeguard on duty and/or the security guard on duty.

2. Infraction of said rules may result in denial of pool and beach privileges for that day. Habitual offenders may have privileges revoked for the remainder of the season at the discretion of the Board of Directors.

SPORTS EQUIPMENT

Some sports equipment is available for members. It will be the responsibility of each individual to return the equipment in as good condition as it was in at the time it was signed for. A deposit may be required for some sporting equipment.

LAKES

1. Swimming is only permitted in Pocono Summit Lake next to the Clubhouse.

2. All boaters must observe the Pa. Rules and Regulations for safe boat operation.

3. Power (internal combustion engine) boating is prohibited on both lakes.

4. No refuse or sewage shall be disposed of in the lakes.

5. Ice-skating is permitted at your own risk. No supervision is provided. The Association cautions that all winter activities on the ice can be dangerous, and that any person on the ice is assuming certain risk.

GUEST POLICY

PURPOSE: SLCA recognizes that due to the nature of SLCA as a private recreational community, there will be many occasions when SLCA members in good standing and tenants will invite guests to join them. The membership must assume that some control must be exercised in guests’ usage of amenities.

POLICY: It is the policy of SLCA to extend the use of the amenities to guests of members in a reasonable and unencumbered manner to the extent possible, so long as the membership is not inconvenienced by such usage. Rules and Regulations regarding guest usage are established to implement the policy as stated. It is assumed that the membership will comply with the Rules and Regulations and SLCA insists that members who do not comply or attempt to circumvent the Rules be subject to punitive action.
Definitions

Guest - A person other than the owner who has been authorized to enter SLCA by the owner or his/her agent. Agent may include Tenant. A member not in good standing shall not be permitted to be the guest of another member.

Identification of Guests for Amenity Use

1. All guests shall be in possession of, and display, an ID badge for the period of time they are Guests in SLCA in order to utilize the amenities.

2. ID badges will be issued at designated locations.

Use of Amenities

1. Guests utilizing amenities shall follow all policies and procedures as established for members including, where appropriate, registration.

RENTAL RULES, REGULATIONS AND TENANTS POLICY

A. The following Rental Rules and Regulations shall apply in every instance on any property located within SLCA used by non-property owner. Failure to comply may result in a fine being levied against owner.

B. Any and all uses of property as described in Paragraph A including, but not limited to, rental agreements, agreements of sale, and leases shall come under and comply with these Rules and Regulations.

C. Any and all rentals, leases, or uses of property within SLCA by non-property owners shall be reported in advance by the property owner to SLCA Property Manager:

1. At least seven days before the occupancy contemplated by Paragraph C, the property owner shall present to the Association a copy of the lease or rental agreement that shall provide for the use of a subject property by a non-property owner.

2. The aforementioned notification by the property owner to the Association shall also include the full names of the lessee and occupants and the permanent address and telephone number of the property owner.

3. At or immediately prior to the commencement of the running of the term of the lease, the non-property owner shall obtain form the Association any and all required identification passes and/or stickers to be issued for the

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term of the lease, or any portion thereof.

(a) At the time of securing the aforementioned identification the non-property owner shall also be provided by the Association with copies of all pertinent Rules and Regulations.
(b) Notwithstanding anything included herein, the property owner shall also be responsible to provide the non-property owner with copies of Rules and Regulations under which the tenancy may be subject.

D. Non-property owners shall comply with any and all of the covenants, conditions and restrictions governing the Association and the subject properties, the Association By-Laws, Rules and Regulations and any and all other duly enacted legislation imposed by the Association during the term of the tenancy.

E. Under no circumstances shall any properties within the Association be occupied, used, leased or rented by any entity other than a single-family unit.

F. Any and all violations of any of the rental rules of this Section or Article, or any covenants, conditions, restrictions or general rules and regulations of the Association shall be communicated directly to the non-property owner at the address of the subject property and to the property owner at the permanent address listed as aforesaid. Notification to both of these reported addresses shall constitute sufficient notice to the non-property owner and the property owner.

**SLCA VEHICLE REGULATIONS**

Any and all motor vehicles utilizing the roads or stored on any lot in SLCA must comply with the laws of the Commonwealth of Pennsylvania with regard to insurance, licensure, inspection, licensure of drivers as previously required under existing rules and regulations and may be operated only in conformity with speed limits, noise control, compliance with posted stop signs, no parking signs and other restrictions

A. **EQUIPMENT:**

1. Effective October 1, 1997 all **ATV’S are banned from Stillwater Lakes Community.** Effective October 1, 1999 ATV violations will result in an immediate fine and no warning will be issued. Fines for ATV violations will be as follows:

   - **First Offense - $200.00**
   - **Second Offense - $350.00**
   - **Third Offense - $500.00**
   - **Each Subsequent Offence - $500.00.**

2. **EFFECTIVE 9/24/05 DIRT BIKES WILL NO LONGER BE ALLOWED IN**
THE COMMUNITY. THIS WILL BE ENFORCED AFTER NOVEMBER 1, 2005.

3. Safe Operation
   (a) Observe the SLCA speed limit at all times. The speed limit is 25 miles per hour, weather and/or road conditions permitting.
   (b) Stop signs, traffic signs, and other regulatory signs must be observed.
   (c) Do not operate your ANY vehicle in a careless way as to endanger the person or property of another. *
   (d) Operation of any vehicle in such a manner as to constitute harassment or a nuisance is prohibited, and shall be viewed as disorderly conduct.
   (e) Stay as far as possible to the right of the roads.
   (f) ANY vehicles may not ride two abreast. *
   (g) No person may operate ANY vehicle while under the influence of alcohol or any controlled substance. *
   (h) Turning to the right or left at an intersection, stopping, or decreasing speed must be accompanied with hand signals as follows:
       - For left turn, left hand and arm extended horizontally.
       *- For right turn, left hand and arm extended outward and pointed upward from the elbow.
       - For stopping or decreasing speed, left hand and arm extended downward.

B. ACCIDENT REPORTS

The operator of a vehicle involved in an accident must stop and give his name and address, the name and address of the owner of the vehicle and its registration number to the other person(s) involved in the accident or to security personnel. *

C. LIABILITY

Negligence in the use or operation of a REGISTERED vehicle is attributable to the owner. Every owner of a REGISTERED vehicle operated within Stillwater Lake Civic Association’s boundaries shall be liable and responsible for death, injury, property damage and/or violation of the Association’s governing documents resulting from the use or operation of such REGISTERED vehicle by any person using or operating the REGISTERED vehicle with the permission, expressed or implied, of such owner.

D. ENFORCEMENT

1. Enforcement shall be made by SLCA personnel.

*Commonwealth of Pennsylvania Law
2. Where a SLCA Rule or Regulation or Covenant may be more restrictive than the language of the Pennsylvania law, the Association Rule or Regulation or Covenant shall be observed instead of, or in addition to, the Pennsylvania Law.
FINE SCHEDULE
(with exception of fines listed under SLCA REGISTERED Vehicle Regulations - A. #1)

* First Offense shall be subject to a WARNING. However, moving motor vehicle violations are not subject to a warning. A fine will apply.

* First Offense moving violation shall be subject to a $35.00 fine, this includes no vehicle insurance, mufflers, and parking violations. Speeding 25 to 45 mph will be subject to $35.00, anything above 45 mph will be subject to a $75.00 fine. Failure to stop at a stop sign will result in a $35.00 without warning. **additional multiple offense schedule will be applied as additional charges on all moving motor vehicle violations.

* Parking or standing between bus stops will result in an immediate $50.00 fine while school is in session.

* First Offense OTHER THAN MOVING VIOLATION SHALL BE A WARNING.

* Second Offense shall be subject to a $50.00 fine.

* Third Offense shall be subject to a $100.00 fine.

* Fourth Offense shall be subject to a $200.00 fine.

* Fifth Offense, and EACH SUBSEQUENT violation shall be subject to a $250.00 fine.

The above is considered for additional Offenses of the same violation which occur over a period of three consecutive years and not individual and different violations.

There shall be adequate time between violation notices, or what would be considered Offenses, to allow corrective action. The Property Manager, under supervision of the SLCA Board of Directors will determine what is considered adequate time for corrective action.

APPEALS PROCEDURE/CITATION REVIEW PROCEDURE

When a ticket, or violation letter is issued the following procedure will be followed.

1. Person(s) receiving notice of Rules and Regulations infraction can request an appeals grievance hearing. Manager is to be contact.

2. Upon receipt of appeals request from the manager will assign a hearing date. All hearings are recorded. (Special hearing dates may be requested, however the grievance committee must give approval)
3. Violator may appeal grievance committee’s findings. Manager must be contacted.