

RULES AND REGULATIONS

POCONO FARMS EAST ASSOCIATION, INC.

As amended and adopted by the Board of Directors

Thru September 15, 2018

Article 1 - Definitions. When they appear in bold type in these Rules & Regulations, the following words have the special meaning defined in this Article.

1.1 **Association** means **POCONO FARMS EAST ASSOCIATION, INC.**, as defined in Article II, Section of the By-Laws.

1.2 **By-Laws** means the **By-Laws** of the **Association**.

1.3 **Declaration or Covenants** means the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Registrar of Deeds of the County of Monroe, as defined in Article II, Section 6 of the **By-Laws**.

1.4 **Development** means the community and development of POCONO FARMS EAST in general, and shall include all property, however owned, situated within the community and development boundaries.

1.5 **Member (Homeowner or Property Owner)** means those persons as described in Article IV, Section 2 of the **By-Laws**.

1.6 **Association Roadways** are Pont Road, Lewis Crown cul-de-sac, Bristol Court, the bottom end of Oberon Road, and Carriage Lane from Phaeton Road to the dead end.

1.7 **Fine(s)** means a penalty or fee imposed for violation of these Rules and Regulations.

Article 2 - Association's Authority

2.1 The Development is a community development of land and each lot in the Development is a part of the general development scheme. The authority of the **Association** to make and enforce the following Rules and Regulations is derived from Covenant No. 12 of the Declaration on file in the Office of the Recorder of Deeds of the County of Monroe and as it appears in Deeds of Conveyance from the developer. All lots in the Development are sold subject to said **Declaration**, which runs with the land.

2.2 The **Association's** authority is derived from its non-profit corporate charter on record with the PA Department of State. Further authority to make and enforce such Rules and Regulations is derived from the **By-Laws**, namely:

A. Article 9, Section 9.1, which states: "The Board of Directors" shall have the power to:

(1) adopt and publish rules and regulations governing the use of the common areas and facilities and the personal conduct of the **Members**, their families and guests thereon and to establish penalties for the infraction thereof;

(2) suspend the voting rights and rights to use the recreational facilities of a **Member** and his or her family during any period in which such **Member** shall be in default in the payment of any dues and assessments, levied by the **Association** pursuant to the authority granted by these **By-Laws**. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations."

(3) permits will only be issued by Management if **Member** is in good standing.

B. Article XII, Section 1, which states:

"The Board of Directors on behalf of the **Association** shall adopt and promulgate membership dues and assessments, **fin**es and other charges against the lots and owners thereof, which shall be used to defray the costs of operating, maintaining, repairing, constructing and replacing the amenities and common areas, including roads and other costs and expenses incurred by the **Association** including salaries, and to achieve and further the **Association's** purposes. The Board of Directors may increase the annual dues and assessments subject to the approval of a majority of the **Members** present in person or by proxy at any annual or special meeting".

2.3 These Rules and Regulations are in addition to or modify, and in no way supersede, the provisions of the **Declaration** applicable to the **Development**, or the **By-Laws**.

Article 3 - General Rules

3.1 The **Association** premises are restricted solely to **Members** in good standing, their tenants and guests.

3.2 The Board of Directors shall have the power to suspend the rights or privileges of membership and assess **fin**es and otherwise penalize or sanction any **Member** for conduct which, in its opinion, may endanger the welfare, interest or character of the **Association**, or for any violation of **Association** Rules and Regulations and the **Declaration of Covenants**. Any such suspension shall not relieve the **Member** from payment of any and all dues, assessments, **fin**es and other charges levied by the **Association**.

3.3 **Members** are responsible for any damage, vandalism, **fin**es or indebtedness caused by themselves, their dependents and minor children, their contractors, agents and guests, and the tenants and occupants of their property, and further shall be held responsible for any removal of or damage to the **Association's** property caused by those stated herein.

3.4 The Board of Directors has the power to require such **Member** to make reparation for physical damage to **Association** property and, furthermore, may establish a time limit within which reparation shall be made.

3.5 All **Members** must be registered with the **Association**. Each **Member**, who is not a full-time resident of the Development, shall provide the **Association** with any other residence addresses, including that within their domicile, and shall promptly and regularly notify the **Association** in writing of any change thereof. Since it is the **Member's** duty to keep the **Association** current with the **Member's** residence address, there is no excuse or defense of lack of notification of any events or **Association** actions, or any of the **Member's** rights or privileges, or any of the **Member's** obligations, because the **Association** did not have such current address of the **Member**.

3.6 Verbal or physical threats, abuse or harassment of the **Association** staff, agents and/or **Members** is prohibited. **Members**, tenants and guests are expected to conduct themselves in a civil, courteous and polite manner at all times.

3.7 The **Association** may close certain amenities/common areas from use and impose curfews for use of amenities/common areas, for health, safety and/or welfare reasons.

3.8 Upon completion of a dwelling in the Development, or when a Certificate of Occupancy is secured, it is mandatory that the **Member** conspicuously display his/her lot number so that police and other emergency personnel and the Committee may readily identify the premises.

3.9 Uninvited vendors or solicitors are not permitted within the Development without the express written permission of the Board of Directors.

Article 4 - Architectural and Building Regulations

4.1 Authority. Covenant No. 9 of the **Declaration** provides that no building or structure shall be erected upon the premises without first obtaining approval of the location, elevation, plan and design by the Seller. By Transfer Agreement dated January 1, 1986, Pocono Hickory Lane, Inc., successor to the Seller, transferred its right to approve such building plans to the **Association**, effective January 1, 1992.

4.2 Purposes and Duties. In accordance with the foregoing authority, the purposes of these guidelines and the duties of the **Association** include, but are not limited to the following:

A. To set certain minimum standards of design and construction for the purpose of maintaining and enhancing the aesthetic value of homes in the **Development**, and to preserve and protect the natural beauty and property values of the **Development**.

B. To ensure that all local and state building codes are enforced, if applicable. The codes promulgated by Building Officials and Code Administrators International (B.O.C.A.) as amended, shall govern in the event of disputes.

C. To ensure that all local and state codes, including zoning and sanitary codes are enforced where applicable to the **Development**.

D. To provide for the issuance of permits.

E. To fix a fee schedule; said schedule to be available to all interested parties upon request.

F. To provide for the inspection of all building sites and surrounding areas.

G. To determine requirements for restoration of any on-site or offsite damage.

H. To provide penalties for violations of the within stated rules and regulations.

4.3 Application. These rules and regulations shall apply to all construction of any kind undertaken in the **Development** including septic system installation and repairs, except as specifically exempted below. **Association** Permits shall NOT be required for:

A. Exterior repairs that do not alter or enlarge the existing structure.

B. Re-Roofing.

C. Repainting or applying new siding.

D. Interior work of any kind.

E. Landscaping.

4.4 Designated Committee. Management, and if needed two Board **Members** forming a Designated Committee, shall have primary responsibility for approving the new buildings proposed to be constructed within the **Development** in accordance with the **Declaration** and these **Rules and Regulations**.

Article 5 - Building Restrictions and Requirements

5.1 Permitted Buildings. All homes constructed within the **Development** are restricted to SINGLE FAMILY dwellings, to be used for residential purposes only. No building shall be erected, altered, renovated, placed or permitted to remain on any lot or combination of lots other than:

A. Dwelling. One detached single-family dwelling, not to exceed two and one-half stories (35 feet) in height. Dwelling must contain a minimum of 1,200 square feet floor space. For the purpose of these rules and regulations, floor space shall be defined as space inside residence designed for and finished as living accommodations. Basement, attached garage, carport, breezeway, deck, porch and other areas similarly related to the dwelling shall NOT be included in determining floor space.

B. Garage. All detached garages constructed in Pocono Farms East shall be limited to a maximum height not to exceed 15 feet from the poured foundation and all setbacks will be governed by the PFE Rules and Regulations and said pertinent structures shall not be used as a dwelling or for dwelling purposes.

C. Shed (storage, garden, tool, etc.). One per lot or combination of lots. Outside base dimensions shall not exceed 144 square feet and height shall not exceed 12 feet. **Violation of this Rule shall result in a fine of Two Hundred Fifty (\$250) Dollars. In addition, sheds not conforming to PFE regulations must be removed.** (9/15/2018).

D. House Number All homes are required to post their house number in a prominent position, to be seen clearly from road as per Township regulation.

E. Businesses. No business activities or commercial enterprises of any kind, e.g., auto repair, beauty salons, small engine repair, etc., shall be operated out of such homes, or upon any part of a **Member's** property whatsoever, or by any **Member** upon the **Association** property. **Violation of this Rule shall result in a fine of Five Hundred (\$500) Dollars.** (9/15/2018).

5.2 Sewage Disposal System. Sewage disposal systems shall be constructed in accordance with Coolbaugh Township Sewage Disposal System Codes. The **Property Owners** of individual lots shall apply for a sewage permit with Coolbaugh Township. The County and/or the Township or their agents shall have the right to enforce **Covenants 1 and 2 of the Declaration** if the **Association** fails or is unable to enforce the **Covenants**. Drain beds shall be covered with grass or ground cover for aesthetic reasons and to prevent erosion of the earth walls that can lead to failure of the system. This regulation is subject to Township Sewage Enforcement Officer rulings. The sewage disposal system (septic system) must be maintained, cleaned, and repaired pursuant to Township's ordinances and regulations. **The sewage disposal system (septic system) must be maintained, cleaned and repaired pursuant to Township's ordinances and regulations.**

5.3 Front, Side and Rear Yards. All buildings shall be constructed within the following building lines on each lot:

A. In Pocono Farms East Sections 1 through 9: Front Yard – 40 feet, Side Yard – 12.5 feet, Rear Yard for main building – 50 feet, Rear Yard for accessory building – 12.5 feet. Combined side yard for accessory buildings – 50 feet. All lots shall be subject to a utility Easement and Drainage Easement over the ten feet adjacent to all streets and right-of-ways and the five feet adjacent to all other lines. Corner lots shall be subject to a sight and roadway easement over a triangle, the legs of which are thirty feet measured along the street right-of-way lines, from their point of intersection. These lot easement areas must remain open and unobstructed, and be free from any improvements and encroachments therein.

B. In Carriage Estates: Front Yard – 50 feet, Side Yard – 12.5 feet, Rear Yard for main building – 50 feet, Rear Yard for accessory building – 12.5 feet. Combined side yard from accessory buildings – 50 feet. All lots shall be subject to a utility Easement and

Drainage Easement over the ten feet adjacent to all streets and right-of-ways and the five feet adjacent to all other lines. Corner lots shall be subject to a sight and roadway easement over a triangle, the legs of which are thirty feet measured along the street right-of-way lines, from their point of intersection. These lot easement areas must remain open and unobstructed, and be from any improvements and encroachments therein.

5.4 Driveways and Access

A. In accordance with the original plot plan and surveys of the Development, no driveways shall have access onto Rob Roy Drive or Kings Way, without obtaining Coolbaugh Township's permission. Driveways entering onto Coolbaugh Township roads shall require a Township driveway permit.

B. No driveway shall be constructed in a manner that will interfere with roadway drainage patterns. Refer to Township Ordinance Book, Chapter 21, Paragraph 207.

C. Access to any property for excavation and construction of septic system, foundation and building shall be limited to the driveway(s) indicated on the plot plan filed with their permit application.

D. Between each property line, there is a five (5) foot utility easement. In front, there is a ten (10) foot utility easement.

5.5 Culverts. Culverts are the responsibility of the **PROPERTY OWNER**, and are to be maintained, cleaned and kept unobstructed so the water will flow freely and avoid unnecessary flooding. There shall be no dumping or raking of leaves into the culverts. **Fine of Fifty (\$50) per incident. (9/15/2018).**

5.6 Temporary Occupancy. Only completed dwellings, for which a Certificate of Occupancy has been issued by Coolbaugh Township, shall be used for a residence. No vehicle, structure or thing, such as a van, trailer, tent, recreation vehicle, motor home, mobile home, basement, uncompleted house, shed, shack, playhouse, garage, barn, or other out-building shall be used on any lot at any time to any extent as a residence either temporarily or permanently. **Violation of this Rule will result in a fine of Five Hundred (\$500) Dollars. (9/15/2018).**

5.7 Building Permits. No building or structure shall be erected upon the premises without first obtaining the Building Site & Permit Inspector's and/or Architectural Control Committee's written approval (permits) as to location, elevation, plan and design. Such approval or disapproval shall be given within fifteen (15) days after the same has been submitted to the **Association**. This decision is appealable.

5.8 Excavation. No excavation shall be conducted on a **Member's** property except for the purpose of building thereon and only at the time when building operations are to commence. No earth or sand shall be removed from such property except as part of such excavation, without the written consent of the **Association**. The exterior of the building or structure must be completed within six (6) months after building operations commence. **If not completed, the Association will require a permit reapplication, to be submitted in**

writing prior to the expiration of the initial permit, extending the permit for an additional four (4) months. The expense for such action shall be charged against such **Member** and/or contractor. **Violation of this Rule will result in a fine of Five Hundred (\$500) Dollars.** (9/15/2018).

5.9 Tree and Brush Removal. A **permit** must be obtained from the Building Site and Permit Inspector and/or Architectural Control Committee prior to tree removal or lot clearing. **There is no charge for this permit.** No **Member** shall clear any lot or lots of trees and brush except for the purpose of building thereon and only at the time when building operations are to commence. Only the area required for structures, septic systems and driveways shall be cleared of trees. (9/15/2018).

Excessive or unnecessary tree removal shall be a violation of the intent of this regulation. **Violation of this Rule will result in a fine of Five Hundred (\$500) Dollars per tree.** (9/15/2018).

5.10 Fences. All property lines shall be kept free and open. All fences must be in compliance with the PFE fence installation guidelines.

Homeowners may enclose a portion of their property for security or a play area for their children (RESTRICTIONS: Property lines cannot be included in these constructions. Permits and plot plans are required (NO FEES, except as designated below).

PERMITTED FENCING: Five (5) types of fencing are permitted:

1. Corral
2. Chain link
3. Decorative chain link (1 strand only)
4. Lattice
5. Open picket

NON-PERMITTED FENCING:

1. Chain Link (more than 1 strand)
2. Spite
3. Barbed wire
4. Solid stockade or picket
5. Plastic interwoven of all fencing

HEIGHT:

Fencing of all types cannot exceed four (4) feet in height (except dog runs 6 feet to 8 feet).

CORNER FENCING:

Corner fencing must conform to all restrictions, utility easements, guidelines and cannot exceed ten (10) feet in length of each leg.

PERIMETER FENCES:

All perimeter fences shall be subject to a utility easement over the ten (10) feet adjacent to all streets and ways and five (5) feet adjacent to all other sides (Item #2 of the **Declaration of Covenants**)

1. Perimeter (boundary) fencing construction will be by permit, plot plan and a non-refundable Fifty (\$50) Dollar fee. These all must be submitted to the **Association**

before construction begins. Permits and plot plans for all fencing is required to allow reference for future permits.

A. There will be two (2) steps of inspection:

1. All corner and gate posts must be imbedded into five (5) inches of concrete and must be inspected before filling or any improved changes.

2. A final inspection upon completion of fencing must be made. This inspection must correspond to the original plot plan.

B. The criteria for fencing includes the following:

1. The finished side of the fencing must face out.

2. Fencing must be maintained at all times. Any fence that leans, becomes detached, rotted, dismantled or unsightly must be repaired. If this does not occur, the permit will be revoked and the fence must come down. This applies to any pre-existing fence or to new applications. Any property owner not repairing such fence within the time frame determined by the Building Site and Permit Inspector or Management and/or Designated Committee will be issued a citation. **If repairs are not made, Property Owner will be fined One Hundred (\$100) Dollars. (9/15/2018).**

3. Any dispute between neighbors regarding fencing, must be settled between the parties. The **Association** will not become involved in any disputes.

4. Any person or **Property Owner** erecting a fence without the proper permit will be **fined Five Hundred (\$500) Dollars and the fence must come down. (9/15/2018).**

5. Any person or **Property Owner** altering or not following the original plot plan in the construction of the fence will **be fined Five Hundred (\$500) Dollars** and they will be required to return the fence to the original plan (Any changes must be submitted to the Management and/or Designated Committee prior to construction). **(9/15/2018).**

6. The **Association** will not assume responsibility for any damage to fencing during snow plowing activity. All permits, inspections and records regarding fencing will come under the authority of the permit inspector.

5.11 Signs. No signs for advertising purposes shall be erected or maintained on the premises or on any buildings on the premises. The following signs are permitted, provided they are freestanding signs and do not conflict with the **Declaration of the Covenant**.

A. Builder's identification sign not over 3' X 3', only during construction. Sign must be removed upon completion of structure.

B. Temporary signs giving directions to events such as yard sales, etc. Such signs must be neat and must be removed at completion of event. Cost of removal by

maintenance personnel of signs more than 72 hours old will be charged to **Member** responsible for event.

C. "For Sale" signs may be posted on the front of the premises after obtaining an **Association** permit at a cost of Twenty-Five (\$25.00) Dollars per year. The "For Sale" signs must not exceed 24 inches wide by 36 inches long and inserted in the ground. **Violation of this Rule will result in a fine of Fifty (\$50) Dollars. (9/15/2018).**

5.12 Fuel Storage Tanks. Every permanently installed fuel storage tank on any residential lot shall be screened in with material such as lattice or shrubbery, but the top MUST be exposed for safety reasons. **Violation of this Rule will result in a fine of One Hundred (\$100) Dollars. (9/15/2018).**

5.13 Clotheslines. Only one (1) clothesline shall be erected on the property. Clotheslines shall not be erected on the property in the front of any home in the community, nor facing any road (except where it is unavoidable because of site location). Clotheslines must be erected in a location that provides the minimal aesthetic disturbance to the environment.

5.14 Contractor's Conduct. Tree stumps, branches and associated items and debris are to be removed from the Development within 48 hours. If cleanup of a lot is not completed, a minimum Five Hundred (\$500) Dollar fine shall be assessed by the **Association** to pay for such clean up. If bill for cleanup is more than Five Hundred (\$500) Dollars, the contractor will be responsible for any additional charges. (9/15/2018).

5.15 Contractor's Working Hours. Each **Member** and builder shall comply with all applicable governmental and **Association** building, fire and safety codes and other jurisdictional requirements and standards. Each **Member** and builder shall acquire and comply with all appropriate permits of the **Association** or any governmental or jurisdictional authority.

A. Construction vehicles with tracks are prohibited from driving on any road easement within the development.

B. Construction equipment and materials must be parked or stored:

(1) off the road so as not to hinder free passage of traffic.

(2) on **Member's** property where construction is taking place or on adjoining lot with written permission of the adjoining lot owner. Common areas may not be used for storage, disposal or access.

(3) all contractors including those hired by the **Association** SHALL NOT park any of their equipment anywhere on PFEA property during the winter months, or after their projects are completed for the year.

C. To minimize damage to the **Association's Roads**, road easements and common areas, rough driveways must be installed before any other construction, including clearing of lots, may commence.

D. Roads and road easements must be cleaned and restored to their original condition prior to request for return of clean-up deposit from the Management and/or Designated Committee.

E. Contractors' and builders' working hours are allowed Monday through Friday from 7:00 a.m. to 6:00 p.m. and on Saturday from 7:00 a.m. to 4:00 p.m. Absolutely NO working hours are allowed on SUNDAYS and/or NATIONAL HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. **Any contractor and/or builder in violation will be fined Five Hundred (\$500) Dollars per incident. (9/15/2018).**

5.16 Contractor's Violations Any contractor in violation of these Rules and Regulations shall subject the **Property Owner** for whom the contractor was hired to **finer** and penalties or sanctions therefore. The contractor and the **Property Owner** who hired him shall be held liable for repairs to the **Association** owned **Roads** and road easements damaged by the contractor as a result of such violation. If such **Property Owner** or contractor fails to pay the **Association** the full amount of said damages, the contractor may lose his right to do future work for **Property Owners** within the **Development** and shall be subject to any and all other legal and equitable remedies.

5.17 Contractor's Site Maintenance. All contractors are required to maintain a clean and safe worksite at and about the property. Any such site found in violation may subject the **Property Owner** for whom the contractor is working to a **fine of Five Hundred (\$500) Dollars for each incident**. Each building site must have a "porta-potty" in place at the beginning of work. The "porta-potty" must be removed once a Certificate of Occupancy is obtained from Coolbaugh Township. Violation of this rule will be subject to a **fine of Twenty-Five (\$25) Dollars per day. (9/15/2018).**

Article 6- Guests and Tenants

6.1 **Homeowners** are fully responsible, financially and otherwise, for the conduct of, and any damage caused by, their tenants, guests and contractors. **Homeowners** are required to give their tenants a copy of these RULES AND REGULATIONS upon renting and ensure that they are enforced. **Homeowners** are responsible for any **finer** incurred by their tenant or guests. All **Homeowners** must complete a rental policy form.

6.2 Tenant Policy – (Effective 6/1/00) **Homeowners** or designee must register with P.F.E. **Association** on the appropriate rental policy form. **This pertains to both long-term and short-term rentals. A Fifty (\$50) dollar registration fee will apply to ALL rentals. Long-term rentals must be renewed with the Association on an annual basis, at a cost of Fifty (\$50) Dollars per year. (9/15/2018).**

6.3 The failure of any **Homeowner** to complete the rental policy form shall subject the **Homeowner** to a **fine in the amount of One Hundred (\$100) Dollars per incident. (9/15/2018).**

6.4 Tenants and guests are responsible for their actions and may be subject to legal action.

Article 7- Motor Vehicles

7.1 Definition. "Motor Vehicles" shall mean any vehicle operated by any power other than muscle power, and shall include, without limitation, the following: cars, vans, SUV's, trucks, motorcycles, recreational vehicles (RV's), and trailers.

7.2 Boats. Any boat maintained on a **Member's** property must be covered at all times. **Any violation of this Rule shall result in a fine of Fifty (\$50) Dollars. (9/15/2018).**

7.3 Prohibited Vehicles. All non-registered motorized vehicles, including but not limited to, all-terrain vehicles (ATV's), go-carts, snowmobiles, motorized bikes, mopeds, mini-bikes, and other tracked vehicles are prohibited from the **Association Roads** and common areas. **Any violation of this Rule shall result in a fine of Fifty (\$50) Dollars for a first offense and then a fine of One Hundred (\$100) Dollars for a second and subsequent offenses. (9/15/2018).**

7.4 Safety. Operators must operate motor vehicles so as not to endanger themselves or others, or disrupt the peace and tranquility of the community.

7.5 Parking Restrictions. Motor vehicles are strictly prohibited from parking on **Association Roads** and road easements, including, but not limited to, the following:

A. No motor vehicle shall be parked on any **Association Road** or road easement within the development so as to unreasonably obstruct the roadway.

B. No motor vehicle shall be parked overnight on any **Association** road, or road easement or **Association** property unless prior written approval is granted by the **Association**. **Violation of this Rule shall result in a fine of Fifty (\$50) Dollars. (9/15/2018).**

C. **A special fine of One Hundred (\$100) Dollars** will be levied against the **Property Owner** for motor vehicles parked on any **Association Road** or road easement within the **Development** during a snowfall or during snow removal operations, in lieu of the **fin**es prescribed for violation of Article 7.5B. (9/15/2018).

7.6 Speed Limits. Speed limits for all motor vehicles will be in accordance with State or Coolbaugh Township guidelines.

7.7 Compliance with State Laws. All motor vehicles, their owners and operators operating within the **Development**, must comply with all Pennsylvania State Laws and regulations with respect to their operation, equipment, registration, insurance and licensing requirements. All motor vehicles must be operated by a licensed driver and have a valid state registration.

7.8 Vehicle Abandonment. A vehicle parked in the same place on any **Association** road, road easement or **Association** property for 48 consecutive hours will be considered abandoned and shall be subject to removal by the **Association**, at the vehicle owner's expense. Any vehicle without plates or operable must be covered with an appropriate vehicle cover or removed from the property at the owner's expense. This is limited to one (1) vehicle. **Violation of this Rule shall result in a fine of Twenty (\$20) Dollars per vehicle per day. (9/15/2018).**

7.9 Commercial Vehicles. No commercial vehicles weighing in excess of 3,000 lbs payload (carrying weight) or a gross vehicle weight of 15,000 lbs may be parked on any unit for a period greater than two (2) days. One (1) commercial vehicle, not in excess of the above weights may be permitted to be parked in a **Property Owner's** driveway. No commercial vehicles in excess of the above weights may be parked on any road within the community, subject to township regulation. **Violation of this Rule shall result in a fine of Twenty (\$20) Dollars per vehicle per day. (9/15/2018).**

Article 8- Pets and Animals

8.1 No wild animals, livestock or poultry of any kind shall be raised, bred or kept on any lot within the development, except dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

8.2 All dogs must be licensed, inoculated, leashed and kept under the owners' control at all times, in accordance with Coolbaugh Township laws. Dogs are not permitted to run loose. **Members** are responsible for the behavior of their pets and animals and the pets of their tenants and guests. **(9/15/2018).**

8.3 Noisy pets are to be restrained by the owner in accordance with Coolbaugh Township Ordinances.

8.4 **Members** are responsible for clean-up and removal of their pets' excrement, and that of their tenant's and guest's pets.

8.5 Violations of this Article should be reported to the appropriate law enforcement authorities and are subject to **Association** warnings.

Article 9 - Leisure, Recreation and Sports Activities

9.1 Restrictions. All rifles, shotguns, air rifles, pistols or pellet guns may be carried in the **Development** only if unloaded, and broken if possible. Long bows may be carried in the **Development** only if unstrung. **Violation will result in a fine of \$500.00 per incident. (9/15/2018).**

9.2 Prohibited Activities. The following activities are strictly prohibited within the **Development**: **Violation of this rule will result in a fine of \$500 per incident. (9/15/2018).**

- A. Hunting
- B. Archery

- C. Trapping
- D. Use of fireworks.
- E. Discharging any weapon.

9.3 Basketball Hoops. All basketball hoops on Association roads be located 20 feet from all road easements and facing so that the basketball, when shot, will not enter the roadway. **Violation of this Rule will result in a fine of Twenty-Five (\$25) Dollars. (9/15/2018).**

9.4 Pools. All pools shall be governed in accordance with Coolbaugh Township ordinance.

Article 10 - Environmental Policy

10.1 Unightly Lots. All **Members** are responsible for keeping their property attractive, appealing and presentable, occupied or unoccupied, and not allowing same to become unsightly. **Members** shall at all times maintain their property in a good, clean, sanitary and safe condition. A lot will be considered unsightly when the following is kept on the property: rubbish, garbage, waste, junk debris, abandoned or unused appliances, vehicles, tree houses; and other items, and natural growth such as weeds, untrimmed branches, brush, shrubs and other vegetation.

10.2 Property Maintenance. It is the **Property Owner's** responsibility to maintain property in a good general condition and appearance. This includes maintaining the natural wooded environment of the lot and placing unsightly items out of sight of passersby. Household garbage must be securely placed in a sealed container. Containers must be stored in a non-visible area or screened from view, except on days of garbage pickup. **Violation of this Rule will result in a fine of Fifty (\$50) Dollars. (9/15/2018).**

10.3 Trash Dumping. Each **Member** must make arrangements for the pickup of his or her own trash and garbage. Dumping and littering within the **Development** is prohibited. **Members shall be liable for the action of their invitees, guests, tenants, contractors, and agents, in the dumping of trash, and the fine of Three Hundred (\$300) Dollars will be imposed under this Rule. (9/15/2018).**

10.4 Reward. A reward of One Hundred (\$100.00) Dollars shall be paid to any witness whose testimony leads to the conviction of the offender for violation of Article 10.3.

10.5 Outside Burning. Outside burning is not allowed in Pocono Farms East, with the exception of chimeneas or store bought properly contained firepits. **Violation of this Rule shall result in a fine of One Hundred (\$100) Dollars. (9/15/2018).**

10.6 Outdoor Cooking. Outdoor cooking is to be adequately contained (barbeque grill set) and all cooking fires shall be extinguished before retiring.

10.7 Lot Clearing. No **Member** shall clear their lot of brush or trees except after having first obtained a **permit** from the Building Site & Permit Inspector and/or Management and/or Designated Committee, such approval to specify the time and manner in which such

clearing shall be done. **Violation of this Rule will result in a fine of Five Hundred (\$500) Dollars per tree. (9/15/2018).**

10.8 **Dumpsters.** Only conventional sized garbage containers are allowed on property. Dumpsters will not be permitted on any lot for the purpose of containing household garbage and/or personal use. Dumpsters will only be allowed during construction or major renovations and must be removed upon completion of said work.

10.9 **PODS.** Personal On Demand type storage units (PODS), Bagster type dumpster and any other type of storage removable containers remaining longer than two (2) days require a no charge permit obtained at the office for a period of no longer than three (3) weeks from date of issuance. **Violation of this Rule will result in a fine of Twenty-Five (\$25) Dollars per day. (9/15/2018).**

Article 11 - Nuisance Policy

11.1 The operation of audio devices in such a manner as to disturb others is prohibited, and in any event, the operation of loud audio devices is prohibited after 10:00 PM. **Violation will result in a fine of Fifty (\$50) per incident. (9/15/2018).**

11.2 Loud, unruly or boisterous activity, so as to constitute a nuisance or otherwise disrupt another **Member's** enjoyment of his or her property or the **Development's** community in general, shall not be permitted.

11.3 The destruction, defacing, removal or disturbing of common property is prohibited. Violators of this rule can be **fined** for the cost of repair, restoration and/or replacement.

11.4 **Violations of this article should be reported to the appropriate law enforcement authorities and are subject to a minimum fine of Fifty (\$50) Dollars. (9/15/2018).**

Article 12 – Enforcement (REVISED 12/17/2016)

12.1 Citations/Appeals Committee

The President shall appoint and the Board shall approve, the members of a Citations/Appeals Committee, comprised of at least three members in good standing, who shall have primary responsibility for enforcement of these citations and appeals. At least one member of the Citations/Appeals Committee shall be a Director. A majority of the Citations/Appeals Committee must be present in order to establish quorum at the hearing.

12.2 Complaint

Enforcement Officer and/or member shall file complaints for violations of the Covenants, Bylaws or Rules and Regulations with the Management Office

12.3 **Due Process Procedures**

a. Upon receipt of a Member's complaint, Management shall send an Enforcement Officer to investigate the complaint. The Enforcement Officer shall issue a written report to the Management within ten (10) days of receipt of the complaint.

b. If the written report concludes that a violation is present, the Enforcement Officer or Management shall mail a citation notice to the property owner, via certified and regular mail, containing the following information: a) date of observation, b) conditions observed, c) PFEA provision(s) violated, d) proposed remedy, e) deadline for abatement of violation, f) proposed penalty for noncompliance, and g) an explanation of appeal rights.

(1) In lieu of a citation, an Enforcement Officer may also issue one (1) written warning requiring a violating property owner to abate the violation within twenty (20) days of receipt of the warning.

c. If the property owner fails to appeal the citation within ten (10) days of receipt and fails to abate the violation by the deadline, the proposed penalty or fine shall be imposed and the property owner loses all further rights to appeal.

d. If the property owner seeks to challenge the citation, the property owner must request a hearing before the Citations/Appeals Committee, in writing to the Management Office, within the (10) days of receipt of the citation. If the property owner misses this deadline, the property owner waives all appeal rights.

e. The hearing shall be scheduled for the next regular meeting of the Citations/Appeal Committee, yet not less than twenty-one (21) days after the receipt of the citation. A property owner may postpone or continue the hearing once, in writing.

f. Hearings shall be closed to the public and membership. The Enforcement Officer and/or Management must first present evidence and/or witnesses supporting the citation and be subject to questioning by the property owner and Committee. Property owners may then present witnesses and evidence in defense of the violation and be subject to questioning by the Committee and Enforcement Officer. Property owners may have counsel present upon three (3) days' prior notice to the Committee. If a property owner fails to attend the hearing, they cannot present any evidence in support of their defense. The Committee shall keep records of the proceedings.

g. Within five (5) days of the hearing, the Committee shall issue a decision: a) upholding the citation/penalty; b) rejecting the citation/penalty; or c) modifying the citation/penalty.

h. A property owner may appeal the ruling of the Citations/Appeals Committee to the Board of Directors, in writing, within ten (10) days of the Citations/Appeals Committee's decision. An appeal does not permit the property owner to present new

evidence. The scope of the appeal is limited solely to the issues of whether the hearing was conducted properly and whether the property owner was provided with adequate due process. The Board must rule within ten (10) days, in writing, and may: a) affirm the Rules Citations/Appeals Committee's ruling; b) reverse the Citations/Appeals Committee's ruling, or c) remand the matter to the Citations/Appeals Committee for an additional hearing. The ruling of the Board shall be final.

i. Any penalties or fines must be paid within thirty (30) days of the last adjudication (missed appeal deadline, Citations/Appeals Committee decision, or Board ruling) or they shall constitute a lien against the unit owner's property. Property owner shall be considered not in good standing until all citations and interest have been paid in full.

12.4 **Payment of fines**

A. All **fines** and penalties levied in accordance with this Article shall be payable to the **Association** within:

(1) thirty (30) days of service of citation if the accused or responsible **Member** admits the violation and waives his or her right to hearing or

(2) thirty (30) days after the hearing, unless the offending or responsible **Member** appeals, or

(3) thirty (30) days after final determination of appeal by the Board.

B. If any **Member** shall fail to pay any **fine** or penalty assessed against the **Member** or levied in accordance with these Rules and Regulations, the amount of such **fines** and penalties, together with interest thereon and collection fees, shall be assessed against the **Member's** property and a lien thereon. Unpaid assessments and **fines** will be subject to collection action by the **Association**, including Court proceedings and reported to a credit reporting service and will render the **Member** NOT IN GOOD STANDING.

Article 13- Penalties

13.1 **Fines** will be imposed against the **Property Owner** for violation of any of these Rules and Regulations. **Members** should refer to the specific Rules for possible penalties and/or fines. Hearings and appeals are granted upon request pursuant to these Rules and Regulations. No additional penalties or fees for that specific violation/citation will be assessed during the timely hearing and appeal process.

13.2 **Uncorrected Violation.** **ADDITIONAL FINES EVERY THIRTY (30) DAYS IN THE SAME AMOUNT WILL BE LEVIED FOR ANY VIOLATION THAT HAS NOT BEEN CORRECTED. Any unpaid fines shall become a lien against such Member's property.** (9/15/2018).

13.3 Fine Schedule. (9/15/2018).

1. Article 5.C: Shed exceeding 144 square feet - \$250
2. Article 5.E: Operating a business in PFE - \$500
3. Article 5.5: Failure to clean culvert - \$500
4. Article 5.6: Occupying a structure without a C/O - \$500
5. Article 5.8: Excavation without a permit - \$500
6. Article 5.9: Tree removal without a permit - \$500 per tree
7. Article 5.10.1.B.2: Fencing in disrepair - \$100
8. Article 5.4: Erecting a fence without a permit - \$500
9. Article 5.5: Erecting a fence after altering the original plan - \$500
10. Article 5.11.C: Erecting a For Sale sign without a permit - \$50
11. Article 5.12: Failure to cover a propane tank - \$100
12. Article 5.14: Contractors conduct - Minimum of \$500
13. Article 5.15.E: Contractor working during prohibited hours - \$500
14. Article 5.17: Failing to maintain a clean and safe worksite - \$500
15. Article 5.17: Failing to remove a porta-potty upon receiving C/O - \$25 per day
16. Article 6.3: Failure to register tenant with PFE - \$100 per rental
17. Article 7.2: Failure to cover boat - \$50
18. Article 7.3: Operating non-registered vehicle in PFE - \$50 (1st offense)
19. Article 7.3: Operating non-registered vehicle in PFE - \$100 (2nd offense)
20. Article 7.5.B: Parking overnight on Association roads - \$50
21. Article 7.5.C: Parking on Association roads during a snowstorm - \$100
22. Article 7.8: Unregistered vehicle - \$20 per day
23. Article 7.9: Commercial vehicle parked in driveway - \$20 per day
24. Article 9.1: Loaded firearms or bows carried in development - \$500
25. Article 9.2: Prohibited leisure, recreational and sports activities - \$500
26. Article 9.3: Basketball hoop on Association roads - \$25
27. Article 10.2: Unsightly property - \$50
28. Article 10.2: Trash cans not screened from view (other than collection day) - \$50
29. Article 10.3: Trash dumping - \$300
30. Article 10.5: Prohibited outside burning - \$100
31. Article 10.7: Lot clearing without a permit - \$500
32. Article 10.9: PODS on property without a permit - \$25 per day
33. Article 11: Nuisance policy/loud disturbance - \$50
34. Article 11.4: Destruction/defacing/removal of common property - \$50

COOLBAUGH TOWNSHIP CODE OF ORDINANCES can be found at
<http://www.coolbaughtwp.org/ordinances>