



Lake Wallenpaupack Estates  
**Property Owners Association Inc.**  
**104 Clubhouse Drive**  
**Greentown, PA 18426-3500**  
**(570) 689-4385**  
File=LWEPOA By-Laws 2009-03-03

BY LAWS



BY-LAWS OF LAKE WALLENPAUPACK ESTATES  
PROPERTY OWNERS ASSOCIATION INC.

ARTICLE I  
Name and Location

Section 1.01 The name of this corporation referred to in these By-Laws as the "Association" is Lake Wallenpaupack Estates Property Owners Association, Inc. The registered office of the Association shall be located in Greene Township, Pike County, Commonwealth of Pennsylvania, and may be designated by the Board of Directors of the Association to be within or without Lake Wallenpaupack Estates, a certain subdivision of land as described and defined in the Definitions set forth in Article III hereof. Meetings of members or directors may be held at the registered office of the Association or at such other places within the Commonwealth of Pennsylvania that may be determined by the Board of Directors.

Section 1.02 The name of the corporation may be changed by a majority vote of the members present at a duly held annual meeting of the members, which name change shall be filed with the Corporation Bureau in the Secretary of State's Office in Harrisburg, Pennsylvania.

ARTICLE II

Section 2.01 The following are the purposes for which this Association has been organized and created:

- (a) To represent the lot owners and residents of Lake Wallenpaupack Estates, a certain Subdivision and Development, as defined in the Definitions in Article III hereof, located in the Township of Greene, Pike County, Pennsylvania, in all matters of common interest in the Subdivision or Development, and to do all things necessary for the common good, health, welfare, safety, improvement and protection of lands and improvements located in and of the persons residing in the Subdivision or Development.
- (b) To maintain and repair the common areas of the Development or Subdivision and to construct, renovate and replace structures and improvements in or about common areas including, but not limited to the roads, water system, other facilities and improvements held in common by the Association for the Owners or residents in the Development.
- (c) In general to carry on all activities permitted under the Non Profit Corporation Law of the Commonwealth of Pennsylvania of 1972 as amended, and of 1988 as amended (15 PA C.S. 5101 to 5989), or any successor statute.
- (d) The Association does not contemplate pecuniary gain or profit, incidental or otherwise, but if a profit or gain is derived, it shall be used to carry out the purposes of the Association. The Association has been organized upon a non stock basis and shall be perpetual.

ARTICLE III  
Definitions

Section 3.01 "Association" shall mean and refer to Lake Wallenpaupack Property Owners Association, Inc., its successors and assigns.

Section 3.02 "Development" or Subdivision" shall mean and refer to that certain real property known as Lake Wallenpaupack Estates, Sections A and B, as depicted and described on the subdivision maps of Lake Wallenpaupack Estates or Plat Maps of Lake Wallenpaupack Estates in Pike County Plat Book Volume 7 at Page 215, or such other lands that may be brought within the jurisdiction of the Association.

Section 3.03 "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including but not limited to roads, docks, utilities, clubhouse, other structures or improvements, real, personal, or mixed property.

Section 3.04 "Lot" shall mean and refer to any parcel or tract of land shown as a lot on the recorded Plat Maps of the Development as recorded in Pike County Plat Book Volume 7 at Page 215.

Section 3.05 "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot (s) located in the Development, or any contract purchasers or vendees, but excluding those having an interest merely as security for the performance of an obligation The word "Purchaser" as used in Schedule "A" or the Declaration shall refer to "Owner".

Section 3.06 "Developer" shall mean and refer to Lake Wallenpaupack Estates, Inc., the sub divider of the Subdivision or Development, its successors and assigns. The word "Seller" as used in Schedule "A" or the Declaration shall refer to "Developer".

Section 3.07 "Declaration" shall mean and refer to Schedule "A", a list of fourteen (14) covenants, conditions, easements, and restrictions (a copy of which is attached), that govern the<sub>3</sub>Lots and properties in the Development or Subdivision which

has been set forth in the various deeds from the Developer conveying Lot or Lots in the Development recorded in the Pike County Recorder of Deeds Office in Milford, Pennsylvania.

Section 3.08 "Member" shall mean and refer to any Owner of any Lot (s) in the Development or Subdivision.

ARTICLE IV  
Membership and Dues and Assessment

Section 4.01 Membership and Dues. Each person shall be, by virtue of such ownership, a Member of the Association. No Owner of a Lot or Lots in the Development or Subdivision may choose not to be a member of the Association, as membership in the Association is mandatory and is not assignable or transferable except upon conveyance of a Lot or Lots in the Development.

Section 4.02 Membership Dues. The membership dues shall be paid by each Member on an annual basis, and on a per Lot basis. The following sentence was added at a General Membership meeting held 10-3-1993: Adoption of a payment plan for current years dues may be made with the Treasurer of the Association, provided prior years dues are not delinquent, and subject to approval of the Board of Directors.

The number of lot (s) owned by a particular Member or Members, shall be determined solely by the Plat Maps of the Development, recorded in Pike County Plat Map Book 7 at Page 215 or any Plat maps of the Development approved by the Association for conveyance purposes. No deed or other document except the said Plat maps shall be used to determine the number of Lot (s) owned by a particular Member. The amount of Annual Dues shall be determined and fixed by the members at the annual membership meeting held in the preceding calendar year. The amount of Annual Dues charged for every Lot shall be uniform, except there shall be one Annual Dues for a lot which has a dwelling, or other habitable structure located on it, and a different Annual Dues for a Lot on which there is no dwelling or other habitable structure located on it. At the General Membership meeting held on 4-29-2001, Habitable structure was changed to Permanent. At the General Membership meeting held on 8-25-2005, Permanent structure was changed back to Habitable as originally written.

The following By-Law Change was adopted at the Special General Membership Meeting held on April 25th, 1999:

On Section 4.02 Membership Dues: There will be a lower dues structure for an undeveloped lot that adjoins an Improved Lot. Only applies to one adjoining lot that is owned by the same member paying full-improved dues. The lower dues amount will be forty percent (40%) of the dues amount for an undeveloped lot to be effective January 2000. This will not change the per-lot status as described in our By-Laws or Building restrictions.

Section 4.03 Special Assessments. In addition to the annual dues, the Association shall have the right to charge and levy a special assessment or assessments for use of the Common Areas or Improvements or any Services provided by the Association as may be determined and fixed from time to time by the Board of Directors and the Membership at a meeting, whether Annual, Special, or Regular provided that such Special Assessments are charged on uniform basis to all owners who are entitled to or who are to be provided such use or services by the Association, pursuant to Rules and Regulations adopted by the Board of Directors from time to time concerning the use of such Common Areas, Improvements, and Services.

ARTICLE V

Section 5.01 Membership Meetings. The Annual Membership meeting of this Association shall be held on the last Sunday of September each and every year except if such day be a Legal Holiday, then and in that event, the Board of Directors shall fix the day but it shall not be more than two weeks from the date fixed by these By-Laws. The secretary shall cause to be mailed to every Member in Good Standing, at his or her address as it appears in the membership records of this Association, a Notice informing the time and place of such Annual Meeting. At the General Membership meeting held on 10-3-1993, a By-Law change was adopted that the first sentence be changed to read that Bi-Annual Membership Meetings be held. On 4-28-1996, this first sentence was reverted back to the original sentence. On 4-25-1999, a By-Law change again was adopted that Bi-Annual meetings be held. On 9-21-2003, this was reverted back to the original sentence with 1 Annual Meeting.

Section 5.02 Quorum.

The presence of not less than (25) twenty-five Members shall constitute a Quorum and shall be necessary to conduct the business of an Annual or Special Meeting, but a lesser number may adjourn the meeting for a period of not more than four weeks from the date scheduled by these By-Laws and the Secretary shall cause a written Notice of this rescheduled meeting be sent to all those Members who were not present at the meeting originally called. A Quorum as herein-before set forth, shall be required at any adjourned meeting. Following was adopted at the General Membership meeting held 10-3-1993: If two (2) or more persons are shown on their deed (s) to own together more than one (1) lot in the Development, the persons shall designate before or at the meeting, which one or more of them is, or are the owner (s) of various Lot (s) for the purpose of determining a Quorum or voting privileges. In the event of two (2) or more persons owning together two(2) or more Lots, it will be presumed if no designation is made by them, that one (1) owner shall vote for one (1) Lot, and that another owner shall vote for the other Lot.

Section 5.03 Number of Votes. Each Member in Good Standing whose dues are paid, shall be entitled to a vote for each Lot owned in the Development. By-Law change adopted 10-3-1993: In case of multiple owners of a Lot (s) one (1) or more persons shall be designated by the owners before the vote, which person (s) shall cast the vote (s) for a particular Lot or Lots.

Section 5.04 Voting Procedures. At all meetings, all Votes shall be voice or hand vote of those members present. The President shall act as Chairman of all membership meetings and shall designate and appoint a membership committee of

three Members who shall act as "Inspectors of Election", who shall determine the result of every vote and tally of Yea and Nay votes on each matter voted on. There shall be no voting by proxy or by mail.

Section 5.05 Special Meetings of Members. Special Meetings of the Association may be called by the President when he deems it for the best interest of the Association. Notices of such meeting shall be mailed by the Secretary to all Members at their addresses as they appear in the records at least ten (10) days, but not more than thirty (30) days before the scheduled date set for such Special Meeting. Such written Notice shall state the reasons that such Meeting has been called; the business to be transacted at such meeting and by whom called.

At the request of two (2) Members of the Board of Directors or ten (10) Members of the Association, the President shall cause a special meeting to be called, but such request must be made in writing at least thirty (30) days before the requested scheduled date of the special meeting requested of the special meeting.

**No other business but that specified in the Notice of the special meeting may be transacted at such special meeting, without the unanimous consent of all members present at such meeting.**

Section 5.06 Order of Business.

The order of Business of a Membership meeting shall be as follows:

- (b) Ascertainment of a quorum being present
- (c) Minutes of previous meeting
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Unfinished business;
- (g) Fixing number of Directors to be elected;
- (h) Election of Directors
- (i) Other New Business
- (j) Good and welfare;
- (k) Adjournment

ARTICLE VI  
Board of Directors

Section 6.01 Powers. The day to day affairs of the Association shall be governed and administered by the Board of Directors. They shall have full power and it shall be their duty to carry out the purpose of the Association, according to its Articles of Incorporation, By-Laws, and Rules. In addition to and not in limitation of the powers granted the Board of Directors by law, they shall have these powers:

- (a) To sue or defend suit in the Association name;
- (b) To sell, purchase, take, receive, rent, lease, take by gift or bequest, or by devise or otherwise deal with any real or personal property or any interest therein, situated in or out of this Commonwealth which may be necessary and proper for the Association.
- (c) To borrow money, enter into contracts, issue its notes, bonds or other evidence of debt, for money or labor done, or money or property actually received and to secure any of its obligations by mortgage, pledge, security agreement of any of its property, franchises and income;
- (d) To elect or appoint and remove officers and agents of the Association and to define the duties and fix their compensation of agents;
- (e) To purchase, take by gift or bequest or otherwise acquire and to hold shares, bonds, securities, or other evidences of debt of any other person or corporation, and to exercise all rights and privileges of such ownership, subject to limitations imposed by law;
- (f) Make contributions and donations for the public welfare, charity, religious, scientific or educational purposes;
- (g) To appoint and hire employees for the Association;
- (h) To determine whether the conduct of any member violates any Rules or By-Laws of the Association, and if so, to fix the penalty for such violation;
- (i) To appoint committees and define their duties;
- (j) To promulgate rules and regulations for use of the Common Areas, for the conduct of the affairs of the Board and of the Association within its purpose;
- (k) To fix the time and place of all meetings of the membership;
- (l) To make and establish an operating budget for the Association and to recommend annual dues and special assessments to the membership, pay bills debts, and expenses of the Association;
- (m) To make, establish, and enforce rules and regulations and also annual dues, special assessments for the use, improvement, repair, renovation of the Common Area, services, or utilities provided by the Association to the members for the use or improvement of Common areas, and for legal or other professional assistance as required, upon approval of the membership obtained at a membership meeting thereof.
- (N) To suspend or terminate the services to, and the use of Common Areas, by any member who fails to pay the annual dues or a special assessment or assessments when due. The board may bring such actions as it shall deem appropriate at law or in equity, by way of magistrate action, sheriff sale, or otherwise, to collect the amount of said dues and assessments, plus interest, costs of collections and attorney's fees.
- (o) The Board may suspend the voting privilege of any member, and the privileges of any member or associate member, to use the Common Areas for any period during which any Association dues or assessment on such member's Lot remains unpaid, or during which a provision of the Declaration and/or those By-Laws is being violated by the member.

ARTICLE VI

Section 6.02 Number and Qualifications of Directors. The Board of Directors shall consist of a maximum of eighteen (18) Members who shall be natural or individual persons who are at least twenty-one (21) years of age and who are Members in Good Standing. The following was adopted at the General Membership meeting held April 25, 1999: A Member of Good Standing is a Member whose Dues and Assessments are paid in full as of the current year, and not otherwise in violation of the Declaration and these By-Laws, or any Rules and Regulations enacted as provided hereunder in the use of his or her Lot (s) and the Common Areas. A Member shall be ineligible to serve as a Director if his or her spouse is serving or would be serving as a Director at the same time. (Adopted 10-3-1993)

ADDED QUALIFICATION FOR ELECTION TO BOARD ADOPTED 3-25-1995: An application for election to the Board of Directors shall be made by submitting a letter of interest along with a resume via Mail or Hand Delivery to the Board of Directors. Once the letter and resume have been received and two (2) consecutive meetings have been attended by the applicant, the application (s) shall be reviewed by the Board of Directors at the next scheduled meeting. If a vacancy exists on the Board, a Motion shall be made to consider the applicant for election to the board. After the Motion, the applicant will be notified prior to the next regular meeting of the Board of Directors by written or verbal communication, in regard to the outcome of the Board's decision.

Section 6.03 Election and Terms. The Board of Directors shall be elected at the Annual Membership Meeting. At the annual meeting at which these By-Laws are adopted by the membership, one-half (1/2) of the Directors will be elected to serve a term of two (2) years, and one half (1/2) of Directors shall serve a term of one (1) year. Each year thereafter, one half of the Directors shall be elected to serve for a term of two (2) years. If the number of persons serving on the Board of Directors is uneven, then the extra Director shall be elected to serve a term of one (1) year. Every second year, thereafter, the extra Directors shall be elected to serve a term of two (2) years.

Section 6.04 Vacancies on the Board of Directors may be filled by a majority of the remaining members, though less

than a quorum; and each person selected shall serve until a successor is elected by the members at their annual meeting, or at a special meeting called for that purpose.

Section 6.05 Time and Place of Meetings. Meetings of the Board of Directors are to be held on a monthly basis and may be held at such time and place as a majority of the Board agree or as may be designated in the notice calling the meeting. Any member or any other person who is invited by a Director may attend a meeting of the Directors.

Section 6.06 Notice. Written notice of each meeting of the Board of Directors shall be given to each director at least five(5) days prior to the day named for the meeting, except when a meeting is determined at a Director's meeting, then written notice is only needed to be given to those Directors not personally present at the meeting where the time and place of the new meeting is determined.

Section 6.07 Quorum. Seven (7) of the Directors in office shall be necessary to constitute a quorum for the transaction of business and their acts as a majority present shall be acts of the directors.

Section 6.08 Election of Officers. The Board of Directors, at the Annual Meeting of the Directors held immediately after the annual meeting of members, shall elect the officers of the Association from among the members of the Board of Directors which officers shall include a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such assistants as may be desired. The Secretary and the Treasurer may be the same person.

Section 6.09 Action by Written Consent. Any action which may be taken at a meeting of the Directors, may be taken without a meeting, if consent in writing, setting forth the action so taken, shall be signed by all the Directors and shall be filed with the Secretary.

Section 6.10 Removal of Directors. A Director may be removed when sufficient cause exists for such removal. The Board of Directors may entertain charges against any Director. A Director may be represented by counsel at any removal hearing held by the Board. The Board of Directors shall adopt such rules as it may in its discretion consider necessary for the best interests of the Association for this hearing, provided the Director charged shall be afforded the opportunity to present witnesses and other evidence in his behalf.

Section 6.11 Adopted 9-24-1995: Board Member Uniform Code Policy/Procedures. Conflict of Interest. Except for compensation approved by the Board, no Board Member shall profit or gain any monetary consideration by reason of his or her directorship and/or by acting on behalf of the Association. No Director or Member, who is negotiating for the Association for services or materials to be performed, within the Association, shall enter into private negotiations for similar services, without first disclosing their interest to do so, in writing, to the Board of Directors. Upon review of such written notice by the Board, the Board of Directors shall have the right to restrict a Director or Member from continued representation of the Association, to void such contracts negotiated by that Director or Member which were negotiated without the written consent of the Board, and to disqualify a Director from voting on such contracts. If a Director or Member has a prior business or personal relationship with any prospective vendor of goods or services to be rendered or purchased for the Association, that Director or Member should disclose that information to the Board, prior to any vote or action taken with respect to the prospective vendor.

## ARTICLE VII Duties of Officers

Section 7.01 President. The President shall preside at all director and membership meetings. He shall be one of the officers who may sign the checks or drafts of the organization. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

Section 7.02 Vice President. The Vice President shall, in the event of the absence or inability of the President to exercise his office, become acting President of the Association with all the, privileges, and powers as if he had been duly elected President.

Section 7.03 Secretary. The secretary shall keep the minutes and records of the Association in appropriate books and other documents, and it shall be his duty to file any certificate required by any statute (federal or state). He shall give and serve all notices to members of this Association. He shall attend to all correspondence pertaining to the Board of Directors (changed from Association correspondence on 4-23-1995) and shall exercise all duties to the office of Secretary.

Section 7.04 Treasurer. The Treasurer shall have the care and custody of all monies belonging to the Association and shall be solely responsible for such monies of the Association. He must be one of the officers who shall sign checks or drafts of the Association. (Word must be replaced with May at the April 29, 2001 General Membership meeting). He shall render at stated periods as the Board of Directors shall determine a written account of the finances of the Association and such report shall be physically affixed to the minutes of the Board of Directors of such meeting. He shall exercise all duties incidental to the office of Treasurer.

Section 7.05 Officers. No officer shall for any reason of his or her office be entitled to receive any salary or compensation,



but nothing herein shall be construed to prevent an officer or director from receiving any compensation from the Association for duties other than as a director or officer.

## ARTICLE VIII

### Notices

Section 8.01 All notices to members, members of the Board of Directors or committee members, shall be mailed by regular mail, to their addresses, as are on file in the membership records in the Association office.

## ARTICLE IX

### Amendments of By-Laws

Section 9.01 These By-Laws may be amended only by two thirds vote of the members present at a regular or special meeting of the Association, provided notice of the purpose of the proposed amendment has been stated in the call or written notice of the meeting sent to the membership.

## ARTICLE X

### Enforcement and Interpretation of By-Laws and Payment of Dues:

Section 10.1 In the event of a violation of these By-Laws and Rules and Regulations enacted by the Board of Directors pursuant to these By-Laws, the Board of Directors, on behalf of the Association may, after Notice to the violating Owner or other person, may, by reason of the said violation, impose fines, loss of voting privileges, or loss of privileges to use the Common Areas, against the violating Owner or any other person using the Lot or House of said Owner. Besides the above remedies, the Board of Directors on behalf of the Association may exercise any other remedies it may have at Law or in equity to enforce these By-laws and the Rules and Regulations enacted under these By-Laws including, but not limited to, seeking injunctive relief in a court of competent jurisdiction. In addition to such remedies, the Association shall be entitled to recover against the Owner or other offending parties or persons to recover reasonable attorney fees, court costs, and other expenses incurred by the Association as a result of such violations of the Owner or other offending parties.

Section 10.2 Enforcement of Payment of Dues and Special Assessments. In the event of nonpayment of annual dues or special assessments by an Owner, the Board of Directors on behalf of the Association may take legal action against the said Owner as is necessary to collect such unpaid dues and special assessments. (CHANGE APPROVED 9-24-2000) In addition the Association shall be entitled to a late charge, equal to one and one half percent (1 and 1/2%) on the unpaid Dues and Assessments, when such Annual Dues and Assessments remain unpaid for more than thirty (30) calendar days from its due dates. (Effective 1-1-2001). In the event, that the Association is forced to take legal action to recover such unpaid Dues or Special Assessments against the Owner, the Association shall also be entitled to, besides the Dues, Special Assessment and late charges, reasonable attorney fees, court costs, or other costs incurred by the Association in the collection of such Dues and Special Assessments.

Section 10.3 Interpretation. In the event a conflict arises between the provisions of the Declaration and of these By-Laws, these By-laws shall control.

## ARTICLE XI

### Property Restrictions

#### Section 11.1

- (a) All Lot (s) other than the Common Areas, shall be used for residential purposes only.
- (b) Signs for advertising purposes shall not be erected or maintained on the Lot (s) or on, or in, any building on the Lot (s), except for "For Sale" or "For Rent" real estate signs not exceeding four (4) square feet in size. No Signs shall be attached to any trees. All Signs should be placed permanently and no higher than four (4) feet above ground by stake or pole. Sign should be set back off the road on the stake or pole. Sign should be set back off the road on the property frontage and limited to one (1) sign per property only. (Tree Sign Restriction adopted 4-23-95). (c) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No dogs shall be allowed to run loose, nor shall they be tied up on empty lots unattended. No more than three (3) household pets shall be kept on one particular Lot or house at any time.
- (d) No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. No open fires shall be started without a written permit signed by a member of the Board of Directors. All container or contained fires shall be attended at all times by an adult.
- (e) Any occupant, tenant, or guest of Owner, shall be bound by these By-Laws and any rules and regulations adopted under these By-Laws.
- (f) The portion of the lands of the Subdivision as shown on the Plat Maps as streets have been dedicated to public use and title thereto shall remain in the Association, subject to the right of the Owners to use the same for ingress and egress to and from the public roads by the most direct course over the streets shown on Plat Map 6 Such access rights shall be subject to the right of the Association to maintain or grant the right to maintain roads and shoulders of roads, water mains, sewer pipes, street drains, gas mains, fixtures for street lighting, telephones and electric poles, within the lines of such roadways. In addition, the Association shall have a utility easement right over the first ten (10) feet of any Lot fronting on any Road of the Development for utility and drainage purposes.
- (g) The Association shall have the prior or first right to purchase any Lot which the Owner desires to sell. If, at any time, any Owners, his heirs and assigns, executors or administrators, receive a bona fide offer to purchase from third person (s) for the Lot (s) and decide to accept such offer, they shall first give written notice of such offer to the Association, and the

Association shall have the right within 30 days from receipt of such written notice to purchase the Lot (s) premises at the price offered by the other persons. Should the Association not exercise such option, the new Purchaser shall be bound by these By-Laws, including this right of first purchase of Lots.

(h) No individual water supply or sewage disposal system shall be permitted on any Lot or building site unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of the State and/or Local Public authorities.

(I) No owner, contractor or other person shall do any excavating or other earth or land disturbance on any of the roads, shoulders, Lots or other lands located in the Subdivision or Development without first obtaining an excavating or other land or earth disturbance permit from the Association. No such excavation or land or earth disturbance shall take place prior to, at least, one (1) calendar day after the Owner, Contractor, or other person doing such excavation or other earth or land disturbance obtains the said permit from the Association. Written applications for such permits are to be provided by the Association to any person requesting same, and the application shall state thereon the name and address of the applicant, and of the Owner, if the Owner is not the applicant, the purpose of the excavation, the precise location of the excavation, and the length of time that such excavation will take place. In addition, the application shall be signed by the applicant and shall contain an indemnification or hold-harmless clause protecting the Association (and/or the Owner, as the case may be) from any and all damages that may result from such excavation, earth or land disturbance due to the roads, shoulders, water system or any part thereof of the Development, plus reasonable attorney's fees and court costs for enforcing indemnification. Excluded from the requirement to obtain such permit requirement, is excavation necessary for the planting of trees or other vegetation on the Lots of the Development, except when such planting will be within the utility easements or the area where the water lines are in the shoulder of the roads of the Development. All cavitations and land disturbances must be covered or roped off, once the purpose of the excavation or land disturbance is completed, but no later than one (1) calendar week from commencement of the excavations. For excavations or land disturbances of a temporary nature, the land must be restored to its original condition, once the purpose for the excavation is finished.

(J) Abandoned Property (Adopted 4-23-95) No dwelling in the Development shall be left unattended, vacant for more than sixty (60) days, or abandoned. If such property or dwelling becomes vacant or abandoned or for any other reason unsafe or hazardous, the Association upon notice to Owner, shall have authority to render the dwelling secure, safe, and to correct any hazardous conditions and assess the costs to Owner along with the Attorney's fees, court costs or any other costs incurred by the Association in correcting hazardous, unsafe, or insecure conditions. All improved lots or building structures shall be inspected by the owner no less than twice annually and not more than six (6) months since the last inspection. Should the owner fail to comply with this By-Law, that building or structure will be considered by the Association as abandoned. All structures or building exteriors shall be maintained so that no insecure, hazardous or unsafe conditions exist in the development, including, but not limited to, unsecured or broken doors or windows. No toxic chemicals or flammable materials shall be kept or stored in unoccupied/unattended dwellings or buildings in the Development.

## ARTICLE XII Building Restrictions

### Section 12.01

(a) No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling, not to exceed two stories in height, and a private garage for not more than two (2) cars. (b) No dwelling shall be erected or placed on any building site having an average width of less than 75 feet, without permission from the Association's Planning Committee. No building shall be located on any Lot nearer than 40 feet to the front Lot Line, or nearer than 15 feet to any side street line, or nearer than 15 feet to an interior Lot Line.

(c) The Pennsylvania Power and Light Company and the Bell Telephone Company shall not be prevented from using the boundary lines of any Lot in this Development for the purpose of installing facilities necessary to furnish Electric and Telephone service in the Development. Electric and Telephone lines shall be permitted to cross over Lot (s) when necessary. For such purposes, a five (5) foot utility Easement to above public utilities and to the Association, shall be granted on Lot side of road right-of-way lines, and on each side of side and rear property lines, and a ten (10) foot utility Easement to above public utilities and the Association shall be granted on Lot side of property lines bounding any other private lands and properties of the Commonwealth of Pennsylvania. Poles shall be located anywhere from road right-of-way line to five (5) feet on roadside of road right-of-way line.

(d) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

(e) No building or structure shall be erected upon any Lot (s) without first obtaining the approval in writing of the Association's Planning Committee as to location, elevation, plan and design. Plans drawn to scale must be submitted in duplicate for approval. They should show dimensions of the Lot; Lot and Section Numbers; location of buildings with respect to Lot lines; location of well and septic tank on Lot, and their locations with respect to wells and septic tanks on adjoining Lots, if any. Any requirements, standards and recommendations of State and local authorities are to be followed in these matters. The Planning Committee shall approve or disapprove the said location elevation, plan, and design within 30 days after the same have been submitted to the Committee.

(f) No Owner shall clear his lot of brush, trees, or anything of an inflammable nature, except after having first obtained approval of the Association's Planning Committee in writing. Such approval shall specify the time and manner in which such clearing shall be made. No open or uncontained fires are to be started on any Lot without a written permit from the Association, including, but not limited to, the burning of wood, leaves, or other materials. All fires shall be attended by an adult.

(g) No excavation shall be made on the Lot(s) except for the purpose of building or making improvements thereon, and only at the time when the building operations are to commence. No earth or sand shall be removed from the Lot(s), except as a part of such excavation, without written consent of the Association's Planning Committee.

A septic system can be constructed on any unimproved lot and the lot will remain as unimproved. (Adopted 9-19-2004).

(h) All Lots shall be used for residential purposes only. <sup>10</sup>No building shall be erected, altered, placed or permitted to

remain on any Lot(s) other than one detached single-family dwelling containing a minimum of 1200 square feet of living space. Any exceptions require the approval of the Board of Directors. (Adopted 9-20-1987). (1400 square foot minimum adopted 9-17-2006).

(i) Multiple adjacent Lots owned by the same owner(s) may be considered by the Association's Planning Committee, as a single lot for building purposes only. Multiple lot owners are to pay dues on per lot basis based on the Lots as depicted in the recorded Plat Maps of the Development, recorded in Pike County Plat Book 7 at Page 215.

(j) The style of any dwelling erected on Lot, shall conform aesthetically to the terrain and natural surroundings.

(k) No asphalt shingles, imitation brick, building paper, insulation board, sheathing, or other similar materials shall be used for the exterior finish of any building. The exterior finish shall be of permanent material such as wood, asbestos shingles, logs, brick, stone or concrete.

(l) The outside finishing of any building must be completed within one (a) year after construction has started.

(m) Each residence shall be provided with and maintain only inside toilets, with septic tank and drain field meeting the requirements of State and local authorities.

(n) The owner of two or more adjacent lots may build on a common lot line, and the Easements shall be inoperative as to said common lot line, provided that such buildings be placed thereon prior to the exercise of such Easement.

(o) Adopted 9-20-1987: The Board of Directors may, by proper Resolution from time to time, make additional Building Restrictions and Requirements by Notice to the General Membership and after majority Vote by General Membership present at a General or Special Membership Meeting.

(p) Addition Adopted 10-3-1993:

The Commonwealth of Pennsylvania Department of Environmental Resources requires a Public Water connection certification Program to "ensure that lead containing plumbing materials is not used in Homes/ Buildings intended to be connected to Public Water Systems." For any new homes/buildings: Prior to connection to the Lake Wallenpaupack Property Owners Association, Inc. Public Water System, the builders or plumbers are required to sign a Certification that lead free plumbing materials were used in the new homes/buildings intended to be connected to the Association Public Water System and on file with the Association's Planning Committee.

(q) No chain link or metal fences can be installed after September 30 2008. Other types of fences like wood or plastic are allowed with a height of no greater than 5 feet, unless it is around a pool then town codes will apply (adopted 9-28-2008).

(r) Any home owner in LWEPOA can buy an LWEPOA owned lot adjacent to their property lot even if it has failed the perc test. These lots are currently being sold for \$3,500.00 plus a Capital Improvement Fee of \$209.30 for 2007. Owners will pay a reduced adjacent lot dues (40%) currently \$209.30 for 2007. This amount may change as dues rise but will be at the same percent. Our office must be advised of the intent of use of these properties before purchasing.

LWEPOA owned non-percable lots are no longer available for purchase except under above conditions. (adopted 9-28-2008)

All current property owners are grandfathered.

This building requirement only refers to LWEPOA owned properties.

(s) No property owner shall build a home on any lot with the intent to rent.

The home must be lived in by the homeowner and (or) their immediate family. There are no seasonal or vacation rentals allowed. There are no year round rentals allowed.

Adopted 10-24-2010: Owners who built their house before Nov 23, 2008 are grandfathered and the house is rentable. Any house built or sold after Nov 23, 2008 is not rentable.

## Section 12.02

Building requirements for accessory buildings (added 9-24-1989)

The following By-Law Change was adopted at the General Membership Meeting held on September 25, 2005

DEFINITIONS: Sheds: An Accessory Building No Larger than 10 Feet x 15 Feet and/or a Maximum of 150 Square Feet. A Building larger than 10' by 15' and/or 150 Square Feet will qualify under the definition "GARAGE" ~~and must be attached to the existing structure,~~ maximum size not to exceed 30' in length and 24' of width.

1. Height of Accessory Building will not exceed Height of existing primary structure.

2. Accessory Building must be placed on an enclosed platform or concrete foundation. The space between the ground and floor of Accessory Building must be enclosed. An Accessory Building defined as a Garage must be placed on a foundation of concrete footings and floor.

3. Exterior of Accessory Building must conform to exterior of existing structure, per discretion of the Board of Directors.

4. Accessory Buildings must be placed to Rear or Side of existing principle structure.

5. Accessory Buildings must be placed within 15' Set-Back of the existing Rear and Side Property Boundary Lines.

6. Accessory Building must be for non-residential purposes only. **Change only one (1) to only two (2) unattached accessory building per Lot.**

7. All Plans submitted for approval must include dimensions, type of construction, type of foundation and Plot Plan.

8. Plot Plans for Accessory Buildings defined as a Garage must include placement and construction of a driveway.

9. A copy of the Township Permit must be presented with Plans for construction of an Accessory Building defined as a Garage.

10. Plans must identify whether the property owner or an outside contractor will be responsible for construction of Accessory Building.

11. Two sets of building Plans must be submitted to the Board of Directors. One will be signed by 3 Board Members and returned. There is a \$10.00 Fee for all Plans submitted. The Board of Directors has 30 days to approve or disapprove submitted Plans. Construction will commence only when Plans are approved by the Board, and when all required Permits have been secured.

12. No Excavation, Brush Clearing and/or Tree Removal will be permitted prior to approval of Plans by Board of Directors.

13. Construction of an unattached Accessory Building must be <sup>1</sup>completed within 3 months of the Board of Directors approval

of Plans and within 6 months of approval of Plans for an Accessory Building defined as a Garage.

14. Any Property Owner not complying with any of the above Building Requirements will be subject to Fines determined by the Board of Directors not to exceed \$1,000.00 per violation plus any legal fees incurred by the Association.

15. After a "NOTICE OF VIOLATION" has been issued, the Property Owner will have 30 days to correct non-compliance or be subject to Fines and/or Order to Remove Accessory Building.

16. Any changes or exceptions to the above Rules will be at the discretion of the L.W.E.P.O.A. Board of Directors.

### ARTICLE XIII

#### Section 13.01 - Indemnification - Adopted 9-20-1989

The Board of Directors shall Indemnify and Hold Harmless according to Law, individual Directors, Officers, and Employees of the Association against all loss, injury, claim, cost, suit and expenses arising out of any action brought by or of any person or party against the individual Directors, Officers and Employees in the performance of their duties and responsibilities for the Association and the Board of Directors, including but not limited to attorney fees, court costs, and other costs incidental to the defense of any legal action brought against such individuals.

Updated 9-18-2006

In this Schedule A. The following words shall have the following meanings:

"SELLER" means the Grantor in and as defined in the Deed of which this Schedule is a part (including the successors and assigns of the Seller);

"PURCHASER" means the Grantee in and as defined in the Deed of which this Schedule A is a part (including the heirs, executors, administrators, successors and assigns of the Purchaser); and

"LOT" means the premises being conveyed in and as defined in the Deed of which this Schedule A is a part.

(1) The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the premises hereby conveyed other than one detached single-family dwelling containing a minimum of a minimum square feet as determined by the board and set in the building restrictions.

(2) No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 15 feet to any side street line, or nearer than 15 feet to an interior lot line. Exceptions may be made at the discretion of the Seller.

(3) The Pennsylvania Power & Light Company and the Bell Telephone Company shall not be prevented from using the boundary lines of any property in this development for the purpose of installing facilities necessary to furnish Electric and Telephone service in said development. Electric and Telephone lines shall be permitted to cross over property when necessary. A five (5) foot easement shall be granted on lot side of road right-of-way lines and on each side of side and rear property lines. A ten (10) foot easement shall be granted on road side of road right-of-way lines. A ten (10) foot easement shall be granted on lot side of property lines bounding any other private lands and properties of the Commonwealth of Pennsylvania. Poles shall be located anywhere from road right-of-way line to five (5) feet on road side of road right-of-way line.

(4) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

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

(6) No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No open fires shall be started without a written permit from the Seller.

(7) No individual water supply or sewage disposal system shall be permitted on any lot or building site unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of the State and/or local public health authorities.

(8) No building or structure, including water system and sewage disposal system shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing, of the Seller, as to location, elevation, plan, and design. The Seller shall approve or disapprove the said location, elevation, plan and design within 15 days after the same have been submitted.

(9) No excavation shall be made on the premises 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 the premises except as part of such excavation without written consent of the Seller.

(10) Purchaser shall not clear the lot of brush or trees or do any burning of any nature whatever, except after having first obtained the approval of the Seller in writing, such approval to specify the time and manner in which such clearing or burning shall be done.

(11) An association of all property owners is to be formed by the Seller and designated by such name as may be deemed appropriate, and when formed, the Purchaser covenants and agrees that he, his executors, heirs, administrators, successors and assigns, shall be bound by the by-laws, rules and regulations as may be duly formulated and adopted by such association and that they shall be subject to the payment of annual dues and assessments of the same. It being understood that the Seller, being a member of the association by virtue of the lands owned by the Seller, will not be liable for such annual fees and assessments. It is agreed that until such time as the association is formed each lot shall be assessed and shall pay to Seller, an annual maintenance charge of \$30.00 per year.

(12) The portion of the lands of the Seller laid down on the map as streets are not dedicated to public use and title thereto shall remain in the Seller subject to the right to convey to the association aforementioned with reservations, subject to the right of the Purchaser and those claiming under him to use the same for ingress and egress to and from the public road, and if and when dedicated for public use shall be made subject to the right of the Seller to maintain or grant the right to maintain water mains, street drains, fixtures for street lighting, telephone and electric poles within the lines of such roadways.

(13) The restrictions herein provided shall apply only to the premises herein conveyed and Seller reserves the right to modify or change said restrictions as to its remaining lands or such lands as it may hereafter acquire.

(14) Purchaser agrees that any time in the future the Seller, its successors or assigns, shall have the right to purchase said premises if the Purchaser desires to sell. if at any time, the Purchaser, his heirs, executors, administrators, successors and assigns receive a bona fide offer for the premises and the Purchaser, his heirs, executors, administrators, successors and assigns decide to accept such offer, he shall first give notice to the Seller and Seller shall have the right within thirty (30) days from the receipt of such written notice of purchasing said premises at the price offered by such other party. Should the Seller not exercise such option, the new Purchaser shall be required to sign and be bound by a like agreement.