



WALLENPAUPACK LAKE ESTATES  
PROPERTY OWNERS ASSOCIATION  
GENERAL RULES & REGULATIONS

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WALLENPAUPACK LAKE ESTATES  
PROPERTY OWNERS ASSOCIATION

GENERAL RULES & REGULATIONS

PREFACE

Pursuant to the Declaration of Protective Covenants set forth in Schedule "A", (the "Covenants"), and the By-Laws of the Wallenpaupack Lake Estates Property Owners Association, Inc., (the "Association"), a non-profit Pennsylvania corporation, the Board of Directors has approved and promulgated the following Rules and Regulations to assist and guide the members of the Association in understanding the procedure to be followed in the maintenance of the common areas and the use of lots and the present and future residential living conditions relating to the health, safety, public works, convenience, comfort and beauty of lands in the Paupack and Salem Townships, Wayne County, Pennsylvania, known as Wallenpaupack Lake Estates.

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

Any violations of the terms and provisions of the Declaration, the Covenants, and the Rules and Regulations, shall be subject to the enforcement procedures, fines, penalties and sanctions, if any, as may be specifically set forth in the "Wallenpaupack Lake Estates Citation Review & Procedures", which are incorporated herein by reference as if fully set forth.

Sincerely,

The Board of Directors

CORPORATE PURPOSE

The purpose or purposes of W.L.E.P.O.A., a Non-Profit Domestic Corporation, as set forth in its ARTICLES OF INCORPORATION approved by the Secretary of the Commonwealth of Pennsylvania on February 16, 1973, is as following:

" To insure the present and future residential living conditions relating to the health, safety, public morals, convenience, comfort and beauty of lots in a development of lands in Paupack Township, Goose Pond Road, Lake Ariel, Wayne County, Pennsylvania, known as Wallenpaupack Lake Estates; to regulate, inspect, administer, approve structures and plans for the same, and obtain compliance generally with the restrictions and conditions as to the use of all community property and amenities such as, but not limited to, buildings, roads, rights-of-way, land, access areas, etc., when deeded to the association by the developer, Wallenpaupack Lake Estates, Inc., its successors or assigns, or any such property obtained by incidental and related activities so as to carry out the general purposes first herein stated, that this corporation does not contemplate pecuniary gain or profit, incidental or otherwise, to its members."

DEFINITIONS

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

**ASSOCIATION:** Means Wallenpaupack Lake Estates Property Owners Association, a membership domestic corporation organized under the Non-Profit Corporation Code of 1972 of the State of Pennsylvania.

**BOARD OF DIRECTORS:** Means the Board of Directors of the Association.

**BY-LAWS:** Means the By-Laws of the Association and any amendments thereto, from time to time.

**COMMON AREAS:** All community property amenities such as, but not limited to, buildings, roads, rights-of-way, land and access areas deeded to, or obtained by, the Association, as set forth in ARTICLE II, Section 1 (a), and the Clubhouses, swimming pools, beaches, water and sewer systems, and certain Association amenities and common areas shown on the recorded plan of lots.

**COVENANTS:** The Schedule "A" covenants, conditions and restrictions to which the lots and the W.L.E. are subject, and which run with the land with each and every lot.

**MEMBER:** Means: Developer Member, Active Member or Tenant Member, as defined by the W.L.E. By-Laws at ARTICLE III.

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

**GUEST:** A person, other than the owner who has been authorized to enter W.L.E. by the owner or his/her agent. Note: Agent may include tenant.

**CONTRACTOR:** A person, company or corporation performing service within W.L.E. It will include the contractors' employees and/or his agents.

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

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

**BOAT:** This will include, but not be limited to, boats, catamarans, canoes, inflatable, and trailer-conveyed boats of a larger size. Regulations of size, ownership, and entrance requirements are covered in the Marina Rules and Regulations of WALLENPAUPACK LAKE ESTATES

**CAMPERS:** Means: recreational vehicle or motor home, self-propelled or pulled.

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

### **MEMBERSHIP IDENTIFICATION FOR USE OF AMENITIES**

It is the policy of WALLENPAUPACK LAKE ESTATES to have all members over six (6) years of age, properly identified when utilizing the amenities and common areas of WALLENPAUPACK LAKE ESTATES. The Board of Directors, through the Officers, shall designate the appropriate ID each year. Children age six (6) years and under will not be required to have guest passes or ID.

1. Each property paying full association dues is entitled to six (6) badges and four (4) guest badges may be purchased. Each combined lot paying discounted association dues is entitled to only three (3) badges. *(10/16/21)*
2. *At the Rockledge pool and Beaver Pool a person can get a guest pass to be on the grounds if the PO's family extends past 10 people, the limit will be 15. The guess pass allows family members to be on the grounds any guess using the pool must have a badge, which is limited to 10. To enter the pool each person must have a badge.*
3. *If a person has a guest coming up for a short period of time and does not want to purchase 4 more badges, badges can be obtained by leaving a five-dollar deposit for each, but cannot exceed a total of 10. The fee will be returned upon the return of the badges. Rental period of badges cannot exceed 5 days, after 5 days the badges will not be refunded, and the badges will be considered purchased by the Property Owner.*
4. *A family may have an outing at the Rockledge pool area and will need to come to the office to register for vehicle passes and a "party pass" to be on the grounds. The maximum amount of people allowed in the pool at one time is 10. Holiday weekends (Friday – Monday) are excluded for party passes. The week before and after the 4<sup>th</sup> of July are excluded. (5/2016)*

### **PURPOSE OF IDENTIFICATION**

1. Provide control of amenities and limit use to members in good standing and bona fide guests.

2. Provide security to amenities to assure proper use and not abuse.
3. Provide safety to insure that amenities are operated with adequate staff and equipment.

### **RULES AND REGULATIONS**

1. Members, upon payment in full of their annual assessments and all charges and fines, will receive membership badges.
2. By August 1 of each year, he/she shall secure appropriate visible ID for all members and guests.
3. Guests and tenants shall secure appropriate ID and pay fees in advance as required, prior to use of any POA amenity.

### **RULE ENFORCEMENT PROCEDURES**

#### **1 - 10 inclusive Amended 8/18/01**

1. At the time of the violation of any of the W.L.E.P.O.A. Rules and Regulations, the Patrol Officer will issue either a Warning or a Citation. The warning will indicate the violation to be corrected. Property Owners (or their guests) will have 24 hours from the issuance of a Warning to correct the violation. If the violation has not been corrected, a citation will be issued. The citation indicates the violator, the property owner, the violation, the location of the violation, and the amount of the fine. No warnings are issued for (passing a school bus with flashing red lights (\$100.00) and driving an RV without a safety training certificate or an adult license). Those citations are immediate.
2. To enforce the 20mph speed limit rule Public Safety Officers certified to use radar can use radar to cite speed offenders. (9/16/17)
3. After a Citation has been issued, a letter will be sent to the violator (and the property owner if the violation was committed by a guest or a renter) clarifying the rule that has been violated, as well as indicating the date and time of a hearing before the Citation Dispute Committee.
4. If the violator (and/or property owner) wishes to contest the citation, and appear before the Citation Dispute Committee, the WALLENPAUPACK LAKE ESTATES Office must be notified prior to the citation review date.
5. A request for continuance to another hearing date must also be received in writing. If a written request is not received, the committee will hear the case in the violator's absence.
6. If the citation fine is paid prior to the citation review hearing date, no further action on the part of the violator or property owner is needed.
7. At the Citation Review hearing, the committee will hear testimony from both the violator (and/or property owner) and the issuing officer. Both sides will then be excused and the committee will render a decision.
8. The committee's decision will be mailed to the violator (and/or property owner). Should the party be found guilty and a fine imposed on the violator, standard collection action will be pursued. Until the fine is paid, the property owner becomes a member NOT in good standing and relinquishes all member benefits.
9. The accused member shall have the right to appeal the decision of the Citation Dispute Committee to the Board of Directors. The appeal must be in writing, and must be made within ten (10) days of the receipt of notice of the Committee's decision. On the appeal, the Board of Directors shall limit its inquiry to matters of procedure.
10. Copies of all correspondence will be placed in the property owner's file.

### **GENERAL RULES**

1. **Suspension:** The Board of Directors shall have the power to; suspend from the common areas, or fine a member and/or expel a non-member from WALLENPAUPACK LAKE ESTATES for conduct which in its opinion, may endanger the welfare, interest or character of WALLENPAUPACK LAKE ESTATES, or for any conduct in violation of these Rules and Regulations.
2. **Premise Restriction:** The Wallenpaupack Lake Estates premises are restricted solely to Wallenpaupack Lake Estates, members,

tenants, and their guests.

- a. **Open Houses:** Open Houses are prohibited from the weekend before July 4<sup>th</sup> to after Labor Day Weekend
3. **Right of Entry:** Association representatives, in order to enforce the rules of the Association, *or evaluate a dangerous situation*, have the right to enter onto the land of any property owner for the purpose of determining compliance *or the dangerous situation (8/18/01) with* Wallenpaupack Lake Estates' Rules and Regulations.
4. **Fines:** All violations of any W.L.E.P.O.A. Rules and Regulations are subject to the Fine Schedule and procedures of the Citation Dispute Committee.
5. **Guest Passes:** Members are responsible for seeing to it that their guests display a guest pass in a readily visible manner in the windshield of their vehicle.
6. **Lot Identification:** Each improved lot shall be identified by its "911" street address (see Building Regulations, Article VI Section 16).
7. **Refuse:** Household refuse and recyclable material must be discarded at compactor area only and in specified containers. Trash compactor is for the use of WALLEENPAUPACK LAKE ESTATES members only, and then only for household refuse *i.e. Waste paper trash and kitchen garbage. No bulk items. Further details posted at compactor. (8/18/01)*
8. **Litter:** Anyone caught littering on WALLEENPAUPACK LAKE ESTATES property will be liable for a fine of up to \$500.
9. **Audio Devices:** The operation of audio devices in such a manner as to disturb other individuals is prohibited. *This is to include but is not limited to audio devices in licensed & un-licensed vehicles. (8/18/01)*
10. **Pets:** Barking dogs must be kept in the enclosed part of the house and must not be a disturbance to any neighboring property. (8/18/01) When dogs are out of the house, they do not have to be leashed if they are on your property. However, the property owner must be present and the dog must be kept under the owner's control. Noisy pets are to be controlled by their owner. (2/25/06) Noisy pets are to be controlled by their owner. Dogs, cats and other pets are not allowed to enter the clubhouses, swimming areas or game courts, beaches or any common area except roads and greenways. Pets must be licensed and inoculated, according to Pennsylvania State laws. It is the responsibility of the owner of the pet to clean up and remove animal excrement of their pets. Cats are also expected to be leashed and/or kept in the possession of the owner. Cats must be maintained on owners property. (8/18/01) *Effective January 1, 2015 all dogs in WLE must be registered with the office, including those of renters. (7/19/14)*
11. **Alcoholic Beverages:** Common areas and roadways are off limits to those under the age of 21 consuming, distributing or under the influence of alcoholic beverages. **No one is permitted to operate a motor vehicle on WALLEENPAUPACK LAKE ESTATES roadways or common areas while under the influence of alcohol and/or drugs. The alcohol open container law of Pennsylvania will be enforced in Wallenpaupack Lake Estates. (8/18/01)**
12. **Damage Responsibility of Members:** Members are responsible for all damages attributable to themselves, their family, their guests, tenants and/or invitees.
13. **Harassment:** Verbal and/or physical harassment of staff is prohibited. Members, tenants and guests are expected to conduct themselves in a courteous and polite manner at all times. Loud conduct or profanity will not be tolerated.
  - a) **Public safety officers (10/19/24)**

Violations: disrespect, non-compliance/threatening behavior, assault etc.

If you encounter a WLE public safety officer, whether in uniform or plain clothes, and regardless of whether they are on duty or off duty, you, as a WLE property owner, renter, or guest, are required to comply with their requests or orders, provided they have identified themselves and are acting in the performance of their duties.

Any non-compliance, including but not limited to failing to provide identification when asked, not obeying commands, leaving a vehicle stop, eluding, etc., shall be grounds for a fine.

A fine of \$500.00 will be issued for the first offense. Fines will double for each subsequent incident involving the same offender.

If at any scene or incident a public safety officer is threatened with physical harm, assaulted, spat at, or subjected to any overt act intended to cause harm or impede their duties, this shall also be grounds for a fine.

A fine of \$2,500.00 will be issued for the first offense in this category, with fines doubling for each subsequent incident involving the same offender.

Public safety officers are to be respected. If an offender believes they were not treated professionally, they may file a written report with the Chief of Public Safety or the General Manager.

14. **False Alarm:** There will be a fine for each false alarm, beginning with the fourth consecutive occurrence of any security alarm system of any private residence in WALLENPAUPACK LAKE ESTATES within the same running year.

15. **Unkempt Lot:** No lot shall be kept in an *unkempt* manner as determined by W.L.E.P.O.A.. Property owners are responsible for any dangerous situations that may occur on their lot. After notice is given to the property owner and, if no action is taken by the property owner in a reasonable amount of time, the Association will take the proper measures to rectify the situation and forward the bill for the service performed. **(12/21/13 by consensus)**

- a) Boats must be registered when parked on property, registration of boats would coincide with PA State Law. **(10/1/14)**
- b) Driveways, walkways or other previously landscaped areas of your property, other than trees and ornamental grasses and shrubbery, should be maintained.
- c) Exterior residence includes, but not limited to, roof, siding, windows, doors, decks and buildings. **(2/18/17)**

Grass and weeds should not be more than 12 inches high in the areas mentioned above excluding trees and ornamental grasses and shrubbery. **(11/15/14)**

16. **Advertising Signs:** No advertising signs allowed. Owner's name, address and street name will be permitted for convenience of deliveries and emergencies *at residence*. **(3/20/21) Signs, banners, flags, or portrayal of such, which are forms of advertising or imply advertising, are not allowed. This includes political material, names, and companies, which clearly imply advertising. (12/17/2016) This includes Golf Cart's, UTV's, and Boats at any of the Amenity areas. (3/20/21) Excluded would be sporting and non-advertising banners/flags. (12/17/2016)**

17. **Painted Landscape:** No stone, boulder, tree or shrub on a lot shall be painted, stained, or coated with any type of man-made material or product, without prior approval of the Association.

18. **Exterior Lighting:** All exterior lighting shall be directed away from adjoining property. Pole lights installed by PP&L are prohibited. *Lights may not be permanently mounted on trees.* **(4/9/05)**

19. **Open Burning/Refuse:** Burning is prohibited throughout WALLENPAUPACK LAKE ESTATES except for campgrounds. (Refer to campground rules.) Contractors must remove all debris from WALLENPAUPACK LAKE ESTATES Contractors or non-property owners using P.O.A. maintained trash compactor will be fined. Chimineas and *manufactured fire pits with spark arrestors are allowed. Upon WLE approval and issued permit, masonry fire pits with spark arrestos* are allowed for contained outdoor fires. *Homemade fire pits are NOT allowed.* **(9/15/12)**

20. **Trees:**

- a) **Removal:** No trees or brush shall be removed *or girdled* **(4/9/05)** unless written approval is secured from the Building Compliance Officer, *or a representative of the Association.* (See Building Regulations, Article VI, Section 4) **(8/18/01)**
- b) **Altering:** *Do not mount any permanent objects on trees.* **(4/9/05)**

21. **Improvements/Permits:** No improvement shall be made on any lot without prior approval of the Building Committee. This includes, but not limited to, houses, garages, additions, sheds, decks, porches, docks, driveways, parking areas, culvert pipes, fencing, and signs. There are guidelines for exterior paint colors and exterior lighting in the Building Regulations.

22. **911 House numbers** 911 numbers must be displayed outside every home. The Township and County require that old lot numbers be removed from the outside or your house. The new 911 address numbers must be at least 3" and placed so they are clearly visible from the road. The required signs have a dark green background with reflective numbers on both sides of the sign, to be placed on a post minimum 4' to 6' high. They are to be placed on the right or left of the driveway closest to the house, approximately 10' feet from the edge of the road and visible from the road during all 4 seasons, that is, they are not to be obstructed by snow in the winter and foliage in the summer. **(12/17/05)**

23. **Property Lines:** All property lines shall be kept free and open. **(8/18/01) Perimeter fences are not permitted. Fences for landscaping and vegetable gardens not to exceed 4'0" in height are allowed. Split-rail fences are not allowed except for delineation of POA amenity property and private property.** Existing fences must be removed if they fall into disrepair or prior to sale of a property.

**24. Building Rules as per the Building Regulations:**

Article VI, Section 7 - All siding and trim colors, except white trim, must conform to WLE color chart.

Article VI, Section 9 - Outside air conditioners cannot be placed in the setbacks, easements, or right-of-way areas of WLE.

Section 10 - Approval is required to place anything in these areas.

Article VII, Section 7 - Above or in-ground pools are not permitted. Children's wading pools with a maximum height of 15-inch sidewall, and NO pool filters. All wading pools are to be removed at the end of the summer season. Landscaping pools or water fountains (over 32 sf. in area) require prior WLE approval and a landscaping permit before installation.

Article VII, Section 9 - Detached fabric and screened structures are only allowed for temporary, seasonal use, and not allowed for storage buildings. Portable removable screened-in facilities/ canopies are permitted for seasonal use between April 15<sup>th</sup> to October 15th. No larger than 200 sf.

Section 16 Dwelling Requirements, D - WLE adheres to the Paupack Township Ordinance, in that, WLE prohibits the use of retired school buses, shipping containers/pods, trailers, vans, railroad cars, recreation vehicles and similar vehicles or equipment under any circumstances, as principal or accessory structures for any use. (8/21/21)

Article VI, Section 21 - All new houses are required to have a Myers 2hp-230V grinder pump.

Article XI, Fine Index - Anyone begins doing work that requires a fee or non-fee permit without obtaining a permit before work starts, the fine will be \$250. If the work is started before approval is given and continues after a stop work order is given verbally or written, the fine will be \$1000. (9/21/24)

25. **Fuel Tanks:** All fuel storage tanks on any residential lot shall comply with the Building Code. (See Building Regulations, Article VI, Section 8)

26. **Piers, Docks, etc.:** No pier, dock, or other structure on or in the WLE lakes shall be built without prior written approval of the Building Office, which approval shall be a revocable license.

27. **Drainage:** Each property owner shall keep drainage ditches, swales, and culvert pipes located on their lot free of obstructions and in good repair.

28. **Color Schemes:** All color schemes require approval by the Building Office.

29. **Landscaping:** There shall be no improvements or landscaping made on residential lots *AND/OR* within road right-of-ways, without prior written approval of the Building Office. (See Building Regulations, Article X)

30. **Shoreline Preservation:** No shoreline shall be altered in any way *without proper approval. There are separate applications for landscape improvement permits and disclaimers for the properties on Beaver and Deer lakes. White sand is not allowed on the shoreline of private property.* (8/18/01)

31. **Satellite Dish:** (See Building Regulations, Article VII, Section 17)

32. **Tree houses, above or in-ground pools** are not permitted. Children's wading pools are permitted.

33. **Storage:** No storage above ground shall be permitted with the exception of registered cars, registered boats, R.V.s, and firewood.

34. **Speed Limit:** The speed limit at Wallenpaupack Lake Estates is 20 M.P.H., unless otherwise posted.

35. **PA. Motor Vehicles Laws:** No person shall operate a car or truck unless such operation conforms to the laws of the Commonwealth of Pennsylvania for operation on public roads.

36. **Vehicle Insurance:** All vehicles must be insured.

37. **Mufflers:** All vehicles must have the proper muffler system to insure the peace and tranquility of WALLENSPAUPACK LAKE ESTATES. The Safety Patrol Officer shall have the power to immediately revoke the privilege of any vehicle that does not conform.



38. **Stickers:** Vehicles of owner members must display *a current (8/18/01) WALLENPAUPACK LAKE ESTATES* sticker. It is to be placed on the rear of the vehicle in such a manner so as to be as easily visible. Safety Patrol Officer should be able to clearly see the sticker while patrolling. *Caution:* Stickers placed behind tinted glass may not be easily visible and could be subject to a fine. (7/16/09)

39. **Towing:** Motor vehicles shall not tow persons in any manner, (sleds, inner tubes, skaters, etc.).

40. **Dry (8/18/01) Hydrants:** It is illegal to park a vehicle at a dry hydrant access area.

41. **Parking:** Vehicles shall not be parked or left standing on roads, *shoulder or right of ways (8/18/01)* or parked in designated No Parking areas. They are a hindrance to emergency vehicles and traffic. If need be, vehicle will be removed by licensed tow and will be towed at owner's expense.

No commercial vehicles over 10,000 lbs. gross weight may be parked on WLE property except when active construction is in progress.

42. **Handicapped Parking:** Parking is prohibited, unless vehicle displays an authorized handicapped parking identification.

43. **Abandoned Vehicle:** If a vehicle remains on the property of the Association for a period in excess of forty-eight (48) hours, it shall be classified as abandoned and the vehicle will be removed by a licensed tow and will be towed at the owner's expense.

After a period of one hundred eighty (180) days, the vehicle, camper, boat, or other personal property not claimed, shall be deemed abandoned, and may be sold after appropriate legal proceedings to satisfy any judgments.

44. **Unregistered (junk) vehicles - are not allowed in Wallenpaupack Lake Estates. Defined by the vehicle code of the Commonwealth of Pennsylvania, this is a vehicle which cannot be driven on the highways of the commonwealth because it is inoperable, unregistered or it fails to meet the standards of inspection set by the Pennsylvania motor vehicle code, and further, which is parked in open view. Violators will be issued citations. (8/18/01)**

*Property owners having any unregistered vehicles, whether covered or uncovered, on their property will be subject to a citation. If the vehicle in question is presently or subsequently registered, proof must be brought before the CRC for citation to be revoked. (8/18/01)*

45. **Recreational Vehicles Registration:** *There shall be no new registrations of ATV's.* All recreational vehicles must be registered Yearly with WALLENPAUPACK LAKE ESTATES. Please see C. Registration under the RV Rules and Regulations.

*There are limits to size and capacity of such vehicles, and modes of operation, indicated in the Recreational Vehicles portion of these regulations. (8/18/01)*

46. **Vehicle Curfew:** Golf Cart and UTVs operated by those 18 years of age and younger remains in between the hours of 7:00 AM to 11:00 PM. Existing 15-minute grace period after WLE functions. (and ALL golf carts and UTVs have a curfew at 12:00 midnight) (12/19/2015) *Golf Carts operated by those 17 years of age and younger remains in between the hours of 7:00 AM to 11:00 PM. Existing 15-minute grace period after WLE functions. ALL Golf Carts and UTVs No longer have a curfew for those 18 years and older with a valid driver's license (07/17/21)*

47. **Golf Carts:** No golf cart shall be recharged by use of Wallenpaupack Lake Estates' electrical supply.

48. **Vehicle Storage:** Boats, boat trailers, *travel (8/18/01)* trailers or any other type of vehicle or equipment must not be stored or parked on the road shoulder or right-of-way.

49. **Fishing:** Fishing in WALLENPAUPACK LAKE ESTATES is subject to Pennsylvania State fishing laws. Everyone 16 years or older fishing in WALLENPAUPACK LAKE ESTATES, must have a current Pennsylvania fishing license. All WLE interior lakes will be **MANDATORY CATCH & RELEASE FOR ALL FISH** except for PICKEREL. The first offense will be a warning, then a fine will be issued for each offense after.

50. **Hunting:** Hunting and trapping is strictly prohibited on Wallenpaupack Lake Estates premises. The use of air guns, pellet guns, sling shots, and bow and arrow is prohibited. Discharging any weapon or carrying an unregistered or loaded firearm is strictly prohibited. **Violators will be prosecuted.**

51. **Bicycle Right-of-Way:** Pedestrians and bicyclists have the right-of-way over motor-driven vehicles. Cyclists are to obey all WALLENPAUPACK LAKE ESTATES Rules. Bicycles ridden after dark must have a light operating. Bicycles are to be equipped with a headlight and red rear reflectors for night riding on the roads and common areas.

*Electric bikes are becoming more and more popular and the Board of Directors have approved electric bikes for the use on WLE roads. Due to Electric Bikes having a motor, you must have a driver's license to operate one on WLE roads. E-Bikes minimum tire size is 10" and must follow the WLE rules and regulations of the road. (3/2022)*

**52. Fireworks:** PURSUANT TO PENNSYLVANIA STATE LAW, THE USE OF FIREWORKS IS PROHIBITED IN THE DEVELOPMENT *except for sparklers. A definition of a sparkler is a wire stick held in your hand and covered with a substance that produces sparks as it burns. It looks like a piece of thick wire and burns with a lot of small bright sparks. (8/18/18)* Anyone caught lighting firework in the Estates will be issued a \$500 fine. In addition, if any fireworks are thrown from and RV, driving privileges for the driver will be suspended for one year.

**53. Wild Animals:** *Open feeding of any wild animals (deer, bears, raccoons, etc.) is forbidden in WLE. The one exception will be bird feeders, suspended above the ground so as to inhibit access by ground animals. (5/19/01)*

**54. Loud Music:** *No playing of loud music on any radio device at all designated amenity areas. (8/17/02)*  
(Loud music being defined as a sound that can be heard on an adjoining property.)

**55. Violations & RV Suspension:** If a "serious" violation is issued to an underage driver, their WLE driver license is to be suspended until driver attends driver school again. "Serious" does NOT include routine traffic violations but things such as "serious" malicious mischief, disorderly conduct (8/13/05)

**56. Graffiti, Defacing & Destruction of WLE Property:** A \$500 fine will be imposed for placing graffiti, defacing or destruction of WLE property. \$250 of the fine will be paid to the individual providing information leading to the arrest and conviction of individual(s) committing the offence.

**57. Smoking and/or Vaping 4/20/19:** is prohibited in all WALLENPAUPACK LAKE ESTATES Buildings and within 20' of any entry doors. Smoking and/or Vaping is also prohibited at any WALLENPAUPACK LAKE ESTATES outdoor amenity area during a planned event or public gathering of members (example, Rockledge pool grass area while pool is in use.) (12/17/2016)

#### **W.L.E.P.O.A. SAFETY PATROL AND RULES ENFORCEMENT**

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

The WALLENPAUPACK LAKE ESTATES Safety Patrol Department is responsible for enforcement of Rules and Regulations. The Safety Patrol Officer will be under the direction of a Safety Patrol Officer Chief who will be directly responsible to the General Manager.

Directives or conduct and duties of the Safety Patrol Officer s will be issued by the Safety Patrol Chief. The Safety Patrol Officers will not carry any type of lethal weapon, nor will any member of the Safety Patrol Department have same in his possession while on duty. The Safety Patrol Department will make use of FM radio for emergency use and in carrying out their duties.

1. It shall be the responsibility of the Safety Patrol Department to take necessary action to quell public disturbances, protests or demonstrations that endanger public safety or threaten damage to property.
2. Safety Patrol Officers shall be responsible for controlling public assemblies, in order to avoid potential conflicts between individuals, which threaten to damage property.
3. It shall be the responsibility of the WALLENPAUPACK LAKE ESTATES Safety Patrol to enforce all Rules and Regulations, including patrolling lakes and streams of the community. The Safety Patrol Department shall prepare written reports of violators for consideration by the Citation Dispute Committee.
4. WALLENPAUPACK LAKE ESTATES Safety Patrol Department will respond to any call for an alleged crime and will, if necessary, notify the owner of the WALLENPAUPACK LAKE ESTATES property. The Association assumes no responsibility for private property.
5. WALLENPAUPACK LAKE ESTATES Safety Patrol Officers will take appropriate action relative to a trespasser incident, in compliance with the By-Laws of W.L.E.P.O.A.

6. WALLENPAUPACK LAKE ESTATES Safety Patrol Officers will respond to any call within WALLENPAUPACK LAKE ESTATES in a medical or fire emergency. Appropriate action will be taken to notify the proper emergency service and arrangements will be made to escort the responding emergency vehicles to the scene of the emergency.

7. WALLENPAUPACK LAKE ESTATES Safety Patrol Officers will enforce Rules and Regulations relative to vehicle registration, tenant and guest registration. Appropriate registration stickers will be issued to each trailer or motor vehicle upon proper authorization at the Administration Office. This will include, but not be limited to, valid insurance card and/or vehicle registration. Guest passes will be issued to tenants, visitors, or guests according to requirements of the Rental and Guest Policy. Appropriate records will be kept of the above transactions.

8. Private Searches - In the event that WALLENPAUPACK LAKE ESTATES Safety Patrol Officers deems it necessary to search a vehicle within the Development, it can be legally done with the voluntary permission of the person involved.

9. In the event of a crime or accident, WALLENPAUPACK LAKE ESTATES Safety Patrol Officers, if possible, will take necessary photos of the scene. Copies of the photos will be given to the Safety Patrol Chief, who may supply copies to interested parties at a modest fee.

### **WATER & SEWER LEAK REPAIRS**

1. When a leak is detected and the location of the leak is discovered, it will then be determined who will be responsible to make the repair.
2. The property owner is responsible for both their water and sewer lines from where they connect to the main lines at the street to their home. Water line protection is available, contact the office for details.
3. The property owner will be contacted as soon as possible by the Association when a leak is discovered on their property. Conversely, property owners should contact the Association as soon as possible if they discover any leak on their property.
4. The property owner has 72 hours from the time of notification to contact a contractor to make the necessary repairs. If the repairs cannot be made within the 72 hours, the office must be notified. If, at any time, however, a malfunction of the water and/or sewer system occurs upon an individual property, and the property owner cannot be notified, or the leak is not repaired in a reasonable amount of time, the Association has the right to immediately enter upon that property to make the necessary repairs, or contact a contractor of its choice to do same. Upon completion of the repair, the Association will return the site, as closely as possible, to its original condition. Afterwards, the property owner will be billed for the time and materials of the repairs by WLE or the cost of an outside contractor's service.
5. If the leak should occur under the Association's roads, the outside contractor repairing the leak is responsible for filling and tamping with the proper material for the road surface. The Association will make the final top coat repair on the surface.
6. Waterline ruptures at Property Owner's home that requires S&W to locate and turn off the water at the curb valve will be the responsibility of the Property Owner. The Property Owner will be assessed \$200 to compensate the POA for the Department of Sewer and Water to locate and address the origin of the leak and shutting off the water. If the curb vale is not working, cannot be located or is not accessible the property owner will be fined \$300. Since curb valve did not work, corrective action will need to take place immediately and the home owner will be responsible for those costs. *(3/21/15)*
7. Excessive water Usage: There is an excessive water usage charge for any amount of water used over 100,000 gallons in the period of December 1 – November 30 *(12/15/12)* or at sale of house. *(1/18/25)*

### **WATER METERS**

1. Water meters must be installed in every residence.
2. Water meters, or parts, damaged by abuse or freezing, are the responsibility of the property owner to replace. Certain "freeze-ups" of the meter may be covered by the manufacturer. Meters and freeze plates are available through the P.O.A. There will be a fee for any installation done by the Association.

### **WATER DRAINS**

1. No storm or surface water drains such as cellar, gutters, down spouts, or sump pumps, may be connected to our sewage system, doing so will result in a fine.

### **MISC. WATER & SEWER**

1. A pressure valve must be installed in each residence. (12/17/05)
2. The curb valve must be located and “marked/flagged”. (12/17/05)

### **USE OF BUILDING FACILITIES**

1. Use of building facilities to be restricted to property owners in good standing and their guests. Rules are posted in each facility and must be followed. All members, guests, and renters must have on their person either a membership or guest badge.
2. The property owner will be held responsible for any damage incurred by their family members or their guests.
3. Adult Lodge and Beaver Lodge will be opened on request.
4. The Main Club House may be rented by Property Owner in good standing for a fee. Booking must be done through the Administration Office.

### **Beaver Lodge Policy:** Amended: 2/19/22

- 1) Beaver Lodge is to be used for family events conducted by Property Owners in good standing only. The property owner booking the function must be present at all times during the booked function and will be the responsible individual of said function.
- 2) A refundable deposit of \$100.00 is required for all bookings. Refundable once inspection is complete and approved.
- 3) Only one (1) party can be held in one (1) day.
- 4) Bookings will be on a first come first serve basis. No reservations will be accepted more than 90 days from the Recreation Meeting date.
- 5) Recreation has precedence in all bookings. Bookings by individual property owner(s) is on a first come first serve basis.
- 6) Booking will be reserved through The Office Staff.
- 7) There shall not be any Home Demonstration Parties such as Home & Garden, Tupperware, Pampered Chef ect. Beaver Lodge cannot be used by a business or person that will profit by the function. Functions giving gifts are excluded such as Wedding Receptions, Birthday Parties, Graduations, Communion, Christenings, Bar mitzvah, Bas mitzvah, Baby or Bridal Shower, Engagement, Bachelorette & Bachelor Parties. At the Boards discretion any party can be approved or denied.
- 8) Times for party or building usage - not before noon and not after 9:00 PM From Memorial Day to Labor Day. Not before noon and not after 11:00 PM Labor Day to Memorial Day.
- 9) Parking: When the pool is open parking will be at Beaver Beach parking lot. Guests can be shuttled to Beaver Lodge by the Property Owner. When the pool is closed, guests may park at Beaver Lodge parking lot.
- 10)The property owner who is booking Beaver Lodge for their function will provide vehicle passes. Limit to size of party is 75 people. You must notify the office of the amount of non WLE vehicles entering the Estates one week prior to party.
- 11)Noise Factor: No live bands. DJ’s will be permitted. The permitted decibel level will control DJ’s noise level. Public Safety will check the decibel levels.
- 12)Pool and deck areas: No usage of these areas is permitted during a party.
- 13)Kitchen Area: The kitchen area may be used, excluding the stove and/or oven. Only approved insured caterers or Property Owners providing insurance naming us as an additional insured for a minimum of \$250,000.00 may use the kitchen stoves & ovens. (See attached sheet for details) There is a \$50 non-refundable fee for use of stoves & ovens.

- 14) New Years Eve & Major Holidays: Beaver Lodge will be open to any property owner in good standing. Recreation usually sponsors a New Years Eve party at the Main Club House for those who wish to attend.
- 15) Teen Parties: The property owner who books the party must be present at all times during the party until the last person leaves the building. There must be two adult chaperons (one (1) male and one (1) female) at all "TEEN PARTIES". **Absolutely "NO ALCOHOL" will be allowed, nor will alcohol be served, or be available to the chaperones or any other adults in attendance.**
- 16) Alcohol: **Only those 21 & older are permitted to drink alcohol.**
- 17) Responsible Person: The person booking the building through the Office is responsible for clean up immediately after the party and the condition of the building.
- 18) Smoking of any kind in or around the building is prohibited. (Must be 20 feet away from entrance door.)
- 19) Beaver Lodge will be spot checked by Public Safety after the party has ended upon lock up of the building.
- 20) Maintenance will thoroughly check the building the day after the party. Any damage or cleaning due to the party will be deducted from the deposit. The person booking the party will be contacted immediately.
- 21) If rules are broken, the property owner cannot use the building for 12 months. The same applies to a guest that is a property owner as well.
- 22) The property owner must sign a copy of this contract of the Rules and Regulations currently in effect at the time of the event, and a copy retained at the office.
- 23) There will be no time limits set for WLE sponsored functions.

**Main Club House Policy: Amended 2/19/22**

**1. Purpose:** The Main Clubhouse is to be used for family events conducted by Property Owners in good standing only. Family functions will be conducted at the discretion of the General Manager or Office Manager and the Board of Directors. The property owner booking the function must be present at all times during the booked function and will be the responsible individual of said function. The Main Club House cannot be used by a business or person that will profit by the function. Functions giving gifts are excluded such as Wedding Receptions, Birthday Parties, Graduations, Communion, Christenings, Bar mitzvah, Bas mitzvah, Baby or Bridal Shower, Engagement, Bachelorette & Bachelor Parties. At the Board's discretion any party can be approved or denied.

**2. Insurance:**

- a) The property owner renting the Main Clubhouse would be expected to be able to provide a certificate of insurance indicating they have general liability limits of at least \$250,000.00. They would also need to name Wallenpaupack Lake Estates as additional named insured as respects to the specific event and the usage of the Main Clubhouse.
- b) Only an insured caterer and/or property owner with proper insurance may have use of the kitchen area. All caterers must supply Wallenpaupack Lake Estates with a valid and current insurance policy with WLE named on said policy.
- c) No charges can be made for alcohol.

**3. Fees:** A fee will be imposed for the usage of the Main Clubhouse to defray the cost of utilities, cleaning, set-up of the tables & chairs and wear & tear.

The fees are as follows:

- a) Fee for Hall usage.....\$300.00
- b) Fee for stove & oven usage.....\$50.00

**4. Payment Schedule:**

- a) A \$500.00 refundable deposit is due upon booking party.

- b) \$300.00 fee is due within 30 days of party.
- c) All cancellations are to be submitted in writing no less than thirty (30) days prior to the party. If a cancellation is made in less than thirty (30) days, you will forfeit your deposit.

**5. Security Deposit:**

- a) A \$500.00 refundable deposit will be imposed on the property owner booking the Main Clubhouse at the time of booking.
- b) If damage exceeds the \$500.00 deposit, the property owner booking the Main Clubhouse will be billed.
- c) If the property owner booking the Main Clubhouse fails to pay for the property damage exceeding the \$500.00 deposit, the property owner will no longer be considered in good standing. In addition, the property owner will not be allowed to use any amenity in Wallenpaupack Lake Estates.

**6. Capacity:** 137 people can be seated comfortably in the Main Club House using the round tables. Limited to number of chairs (137) at Club House. Limits can be lowered during a pandemic or discretion of WLE.

**7. Schedule:**

- a) Time - Parties must end by 11:00 PM.

The property owner may have the Main Clubhouse for the entire day up until the allowed ending time.

- b) There will be no more than one (1) party per day.
- c) Availability of the Main Clubhouse will be at the discretion of the current person booking parties.
- d) The Main Clubhouse will be booked through the current person booking parties. Final approval will be given by the General Manager or Office Manager. Parties can be booked a minimum of thirty (30) days and a maximum of one (1) year in advance. If party is booked less than 30 days, all fees, deposits, insurance and paperwork must be completed at time of booking.
- e) Bookings will be on a first come first serve basis.
- f) WLE functions have precedence in all bookings except for private Property Owner functions at the MCH that have been booked within the allotted timeframe, and no time limits are imposed on WLE functions.

**8. Vehicle Guest Passes:** Vehicle Guest passes are to be provided for guests who do not own property in WLE. The property owner booking the Main Clubhouse is responsible for obtaining these vehicle guest passes from the Administration Office at least one (1) week prior to said function.

**9. Decorations:**

- a) No tacks, staples or any other hanging instruments are permitted. No decorations are allowed to be hung from the ceiling or taped to the walls unless using fun tack or similar.
- b) All tables are required to be covered with table covers that shall be provided by the Property Owner renting the clubhouse.

**10. Noise Factor:**

- a) Live bands are permitted.
- b) DJ's are permitted.
- c) The noise level will be controlled by the permitted decibel level provided by Public Safety.

**11. Areas not included for usage:** The following is a list of areas that are not included in the booked function by the property owner(s) and their guests. The property owner booking this function will be responsible for overseeing this rule.

- a) The indoor Swimming Pool, saunas, changing areas, showers and bathrooms.
- b) The Pantry and its contents.
- c) The entire kitchen area with the exception of the sink, microwave, counters and the refrigerator unless your insurance covers you.
  - 1) Only approved insured caterers may use the kitchen. Property Owners may have use of the kitchen area including ovens and stove if they covered under their provided insurance.

**12. Smoking:** Smoking of any kind is strictly prohibited anywhere in or around the building. (Must be 20 feet away from entrance door).

**13. Alcohol:** Only those 21 & older are permitted to drink alcohol. Refer to paragraph 2 line c.

**14. Building Clean-up:** WLE is responsible for cleaning the Main Clubhouse before a function at the discretion of the General Manager. Property Owners are asked to leave the Main Clubhouse in the same condition it was in prior to their party. Please see basic guidelines below:

- a) The Main Clubhouse is to be cleaned up and left broom clean after the function.
- b) All garbage should be bagged and placed by the doors for Maintenance to remove.
- c) All tables are to be wiped down.
- d) Chairs are to be turned onto the tables. Excess chair should be stacked and placed around the outer perimeter of the room.
- e) If the kitchen is used, all counters and sinks should be wiped clean and any utensils, pots, etc. that were used are to be dried and returned to their proper place.
- f) Security will do a spot check after the function has ended upon lock up of the building.
- g) Maintenance will thoroughly check the Main Clubhouse the following day after the Party.
- h) If there is damage found to the Main Clubhouse, the property owner booking the party will assume the responsibility of said damage and proceedings under Section #4 of Deposits will commence.

**15. All WLE rules and regulations are in effect as usual. It is the responsibility of the property owner booking the function to inform his or her guests of these rules.**

**16. All rules and fees can change at the Board of Directors discretion.**

**17. The property owner booking a function at the Main Clubhouse will read and sign a copy of this contract.**

**18. The property owner booking a function the Main Clubhouse will retain one copy and the Administration Office will retain a signed copy.**

### **COMMERCIAL AND OTHER VEHICLES**

1. (a) Contractors will be issued bumper stickers renewable annually to be displayed on the **rear bumper**.

**(b) Commercial Vehicle Parking: No commercial vehicles over 10,000 lbs. gross weight may be parked on WALLENPAUPACK LAKE ESTATES property except when active construction is in progress.** (See Building Regulations, Article VII, Section 12)

2. The location of registration stickers issued by WALLENPAUPACK LAKE ESTATES Safety Patrol is as follows: CARS/TRUCKS: (VANS, MOTOR HOMES): Passenger side rear bumpers or window.

3. ***School Bus Stops: Passing a school bus with flashing red lights will result in a \$100 fine in Wallenpaupack Lake Estates. On state roads it is a \$100 fine, 5 points on your license and your license suspended for 60 days. (8/18/01)***

### **POOL RULES**

1. The swimming pools and their facilities will be open to members and their guests **ONLY WHEN A LIFEGUARD IS ON DUTY.**
2. All members, guests, and renters using the pool must display WALLENPAUPACK LAKE ESTATES badges and register with the lifeguard on duty by signing their name, lot and section number. The lifeguard has authority to ask those who do not comply to leave the pool.
3. Children under 12 (**1/19/2013**) years of age must be accompanied by an adult, who will ***remain in the pool area and (8/18/01)*** have full responsibility for the child's safety and conduct.
4. Smoking, Vaping, beverages, food, glass or any breakable objects are not permitted in the pool area. (**4/20/19**)
5. Lifeguards shall have complete authority over all activities related to water events.
6. No running, shoving, pushing or throwing of people or objects into the pool will be tolerated.
7. No frisbee, ***tennis balls (8/18/01)*** or hard objects are permitted to be thrown in swim area or beach area.
8. ***Spitting, spouting water, blowing the nose or discharging body waste in the pool is strictly prohibited. (8/18/01)***
9. All trash shall be deposited in containers provided for that purpose.
10. Swimming aids are the only floating objects permitted for that purpose.
11. No cut-offs are permitted to be worn in the pool.
12. First Aid kits are in the possession of the lifeguards and Safety Patrol personnel on duty.
13. Anyone found in any of the pools when a lifeguard is not on duty, will be subject to a fine.
14. No pets will be allowed in the pool area.
15. BACK DIVES AND/OR FLIPS ARE NOT PERMITTED OFF THE SIDES OF THE POOL.
16. ***Absolutely no water guns are permitted at the pool facilities (8/18/01).***
17. ***For safety purposes, it is recommended that (8/18/01)*** Individuals with long hair will be required to wear a bathing cap while in the pool.
18. ***Swim diapers are mandatory for infants and children who are not toilet trained . (8/18/01)***
19. ***No playing of loud music on any radio device at all designated amenity areas. (8/17/02)***  
(Loud music being defined as a sound that can be heard on an adjoining property.)

### **BEACHES**

1. Beach areas will be open for swimming as posted. Only during that time will swimming be permitted and only when a lifeguard is on duty. The lifeguard on duty will have the responsibility of the beach area
2. Glass containers or any breakable objects and food are not permitted in the beach area.



3. Trash shall be deposited in containers provided for that purpose.
4. No pets will be allowed on beaches.
5. No open fires will be allowed on beaches.
6. No frisbees or hard objects are permitted to be thrown in the beach areas.
7. Children under 12 (**1/19/2013**) years of age must be accompanied by an adult who will have full responsibility for the child's safety and conduct.
8. Members, guests, and renters must display WALLENPAPACK LAKE ESTATES badge. Lifeguard has authority to ask those without badge to leave beach.
9. Horseplay is prohibited.
10. Speed limit at the beach areas is **10 m.p.h.** and is so posted.
11. All rafts not equipped to be safely occupied by three (3) or more occupants must stay within one hundred (100) feet of shoreline. Rafts are not permitted in the designated swim areas.
12. *No playing of loud music on any radio device at all designated amenity areas. (8/17/02)*  
(Loud music being defined as a sound that can be heard on an adjoining property.)

#### SAUNAS

1. No one under the age of 15 is permitted in the saunas unless accompanied by an adult. The sauna is to be used with caution. Aged persons or anyone suffering from poor health should not use the saunas. The facilities are to be used only at your own risk. Please use safety precautions that are listed outside the saunas.
2. The temperature of the sauna will be limited and controlled by the lifeguard.
3. All metal objects should be removed from your person prior to entering the sauna.
4. Individuals should sit on a towel while in the sauna.
5. No smoking, drinking or eating shall be allowed in the sauna.
6. Horseplay is prohibited.

#### TENNIS COURTS

1. All members, tenants, guests and renters must display WALLENPAPACK LAKE ESTATES badge.
2. Shirts must be worn while on the tennis courts.
3. Tennis shoes or sneakers with a smooth, solid sole must be worn on the courts.
4. Reservations for courts may not be made more than 24 hours in advance and will be accepted on a first come, first serve basis.
5. The General Manager shall be the final authority on all reservations.
6. No reservations shall be for more than one hour. An option of making an additional hour reservation is available when court time is not being used.
7. The General Manager, at his discretion, will have the authority to adjust the amount of time which individuals are allowed to use courts during periods of extreme activity.
8. Tennis courts are not to be used when nets are lowered.

9. Tennis courts are not to be used for any purpose other than tennis.

10. All tennis equipment is to be provided by those participating.

### **DOG PARK**

- No dogs in heat
- No aggressive dogs
- No dogs younger than 4 months
- No spike, prong or pinch collars
- Dogs must be licensed and immunized
- Dogs must be under voice control or be in sight of their handler
- Clean up after your dog
- Owners are responsible for their dogs at all times
- Children under the age of 12 must be accompanied by an adult
- Use and enjoy this park at your own risk
- No food inside dog park
- No alcoholic beverages inside dog park
- Effective January 1, 2015 All dogs in WLE must be registered with the office, including those of renters, even if you do not use the Dog Park.

### **SPORTS EQUIPMENT**

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

### **EXERCISE ROOM RULES**

1. ALL THOSE USING THE EXERCISE ROOM DO SO AT THEIR OWN RISK. THE ASSOCIATION IS NOT RESPONSIBLE FOR INJURIES OR ACCIDENTS.
2. You must sign a *waiver of use* before using the exercise room. The waivers are available at the office.
3. Please sign in.
4. Children under 12 are not permitted in the exercise room. Children 12-15 must be accompanied by an adult.
5. For your safety, please exercise with a partner.
6. Please wipe down the equipment when you are finished exercising.
7. Proper attire must be worn at all times when in the exercise room which includes sneakers and shirt. (4/26/23)
8. No food or drinks are allowed, with the exception of bottled water. **NO GLASS PERMITTED IN THIS AREA.**

9. Report damaged equipment to the office.
10. This Fitness Center is for WLE residents and accompanied guests only
11. Use the exercise equipment properly. Failure to do so can result in serious injury
12. If you don't obey these rules, MANAGEMENT RESERVES THE RIGHT TO STOP YOU FROM USING THE EXERCISE ROOM

### LAKES

1. Swimming is only permitted in Deer Lake *and Beaver Lake (8/18/01)* at a designated area.
2. PA State law requires all children 12 years of age and younger to wear a lifejacket. From November 1<sup>st</sup> through April 30<sup>th</sup> ALL boaters are required to wear a life jacket. Details can be found on the PA Fish & Boat Commission Website.
3. Power (motor) boating is prohibited on all interior lakes. *Boating on Lake Wallenpaupack as well as Deer and Beaver Lakes, is regulated by laws enforced by the Fish and Boat Commission (8/18/01).*
4. Canoeing, sail boating, row boating, paddle boats and electrical motor boating and fishing only are permitted on all interior lakes, provided the necessary license required by State Law is obtained. When boating, care should be taken to stay well away from the swimming area.
5. No refuse or sewage shall be disposed of in the lakes.
6. *All water-craft kept at common areas on Deer and Beaver Lakes must be registered yearly at the office. All unregistered water-craft, will be removed at the Property Owners expense and Property Owner is subject to a fine. Boats not claimed in 180 days will be deemed abandoned (8/18/01).*
7. Fishing regulations: All WLE interior lakes will be MANDATORY CATCH & RELEASE FOR ALL FISH except for **PICKEREL**. The first offense will be a warning, then a fine will be issued for each offense after.

**Pennsylvania state fishing license is mandatory for anyone 16 years of age and over**

### PARK AREAS

1. All refuse must be disposed of in the containers provided.
2. Open fires are prohibited.
3. No pets are allowed in the park areas.
4. No camping is permitted in the park areas.
5. Vehicles are not allowed in park areas.
6. *No playing of loud music on any radio device at all designated amenity areas. (8/17/02)  
(Loud music being defined as a sound that can be heard on an adjoining property.)*

### CAMPGROUND RULES

Amended: 11/19/22

- 1) SEASON: The Wallenpaupack Lake Estates Property Owners Campground shall be open for seasonal, weekend and daily camping from May 15 to October 15.
- 2) SEASONAL SITES: There shall be a maximum of eleven (11) (11-19-22) seasonal sites available to rent. Seasonal sites may only be occupied by property owners or their immediate family and only one seasonal site may be rented per property owner regardless of how

many properties are owned. Camping units and all camping gear must be removed from seasonal sites by October 15. Contract must be signed by Property Owner in good standing.

(2/15/14)

3) NONSEASONAL SITE RENTALS: There shall be a maximum of three (3) sites rented by one property owner for the same period of time for non-seasonal sites only. Should the property owner have a seasonal site, only two (2) additional non-seasonal sites may be rented. Contract must be signed by Property Owner in good standing. (3-11-22)

4) LENGTH OF STAY: Excluding seasonal campsites, each campsite may be rented for a maximum length of time of two (2) weeks.

5) CAMPING UNITS: each campsite shall be allowed one (1) camping unit or two (2) tents, one (1) screen house and two (2) motor vehicles. Campsite check in time is 12 noon - Check out time is 11:00AM.

6) RESERVATIONS: Reservations must be made by Property Owner in good standing. Reservations shall be made through the Administration office and paid in full by seven (7) days after the reservation is made or the reservation will be automatically canceled. Reservations that have been paid and canceled forty-eight (48) hours prior to the check in time will forfeit one day camping fee. Reservations canceled less than forty-eight (48) hours prior to check in time will forfeit the entire campsite fee or six (6) days campsite fee, whichever is less.

7) REGISTRATION: All campers or guests are required to register at the administration office and pay the required fee prior to entering the campsite. VIOLATION - FINE \$50.00

8) SUPERVISION: only adult property owners at least twenty-one (21) years old, and in good standing can reserve campsite and an adult at least twenty-one (21) years old must be in attendance at the site. VIOLATION - FINE \$50.00 and you must leave the campsite.

9) CAMP EQUIPMENT: All furniture and appliances at the campsite must be bonafide camping gear. No stuffed furniture, refrigerators or washing machines permitted. VIOLATION - FINE \$50.00 and the removal of unauthorized gear.

10) GENERAL RULES: All refuse must be deposited in the provided containers. Campfires must be attended at all times with sufficient water available to extinguish the fire. No campfire on the gravel portion of the campsite. Do not cut or girdle live trees. Do not dump gray water on the ground. No smoking in the convenience building. Electric and water hookups are intended only for those reserving such sites - Do not hook up from another site. VIOLATION - FINE \$50.00

11) PETS: Pets in the campground must not be left unattended in the camping unit or vehicles at the campsite. Pets must be kept on a leash at all times. Pet owners must clean up after their pet. VIOLATION - FINE \$100.00

12) QUIET HOURS: quiet time to be strictly observed between 11:00 PM and 8:00 AM. The operating of noisy equipment must be minimized at all times and is prohibited during quiet time hours. Loud boisterous noise is prohibited at all times. VIOLATION - FINE \$100.00 and you must leave the campground.

13) DOUBLE FINES: All fines will be doubled for the second and subsequent violations within a 12 month period.

14) FEES: 11 Seasonal Sites - \$1,500.00 for the season, 7 Non-seasonal Sites - \$25.00 per night, \$125.00 per week, 4 Tent sites - \$15.00 per night (POA Members who only own a lot, and do not have a seasonal site, are entitled to one free week at the campgrounds so that they may enjoy what WLE has to offer.)

### **MARINA RULES & REGULATIONS ADMINISTRATION**

Amended: 2023

#### **Marina Rules & Regulations 2024**

1.) All marina slips are the property of Wallenpaupack Lake Estates Property Owners Association. A property owner is only a renter of these slips.

2.) Only property owners in good standing may have use of a marina slip & account must be maintained as current throughout the season.

3.) Marina fees, POA dues, and any other POA fees must be paid by February 1st or you will be subject to a \$100.00 fine in

addition to the certified mailing fee and the possibility of forfeiting your slip.

- 4.) If you become past due or owe fees or citations after April 1<sup>st</sup> you cannot put your boat in until payment is made. If all fees are not paid by May 15<sup>th</sup>, WLE has the option to use the slip as needed and you may not have use of the slip for that season.
- 5.) If you become past due or owe fees or citations after July 1<sup>st</sup> and payment is not made by August 1<sup>st</sup> you may not use your boat rental slip until you become current. If all fees have not yet been paid by August 15<sup>th</sup>, your boat must be removed and WLE has the option to use the slip as needed and you may not have use of the slip for the remainder of the season.
- 6.) A property owner is allowed one slip, regardless of how many properties he/she may own in the development.
- 7.) Boat slips are non-transferable upon sale of a home or lot.
- 8.) Property owners are responsible for any and all damage to the dock(s) and other boats in the Marina. (10/21/23) A Mooring Shock Absorber, also known as a Rubber Snubber, or bungee dock line, is now mandatory on the front of your watercraft. This is used to relieve tension on ropes connecting watercraft to dock to avoid damage to the dock. Additionally, all non-permanent canopies **MUST** be taken down if boat is docked for more than six (6) hours or overnight. **VIOLATION OF THIS RULE WILL RESULT IN A FINE OF \$50.00.** After notification of violation, owner must remedy the situation within 48 hours by taking down the canopy or agreeing to pay a \$50.00 FEE to the administration office for this service. WLE reserves the right to increase the penalty for repeated violation(s) of this rule up to \$200.00 and/or forfeiture of slip.
- 9.) You are required to install protective guarding on the docks at all locations where the boat may come in direct contact and/or secure your boat in a way the boat remains as far back as possible as to not come in contact with the front of the dock.
- 10.) All slip renters are financially responsible for any damage caused by their boat.
- 11.) There will be only one watercraft per marina slip.
- 12.) The watercraft must be registered with the office before it is docked in a Wallenpaupack Lake Estates Marina slip.  
*This includes, a contract, a current copy of the boat registration, and a current copy of your insurance with WLE listed as a certificate holder, additional insured, interested 3<sup>rd</sup> party or interested party with a minimum liability coverage of \$100,000 / \$300,00.00.*
- 13.) The watercraft that is registered with the Administration Office is to be the only boat in that slip. If you are purchasing a new boat or using a rental boat, the office must be notified of the change. If the office is not notified of the change, a citation will be issued to the property owner and you will be at risk of the boat being towed at your expense.
- 14.) The property owner cannot lend their marina slip to anyone.
- 15.) Only immediate family members of the property owner, as per the by-laws, may have the boat registered in their name.
- 16.) The Administration Office must be notified if the marina slip will not be used by the property owner for the current boating season by May 1st in order to receive the full pro-rated refund to sublet it.
- 17.) You may sublet your slip for two consecutive years, and you must use it by the third or forfeit your slip.
- 18.) If the property owner does sublet the marina slip during the current boating season after May 2nd they will receive a partial pro-rated refund.
  - a. *If the slip is unable to be sublet by August 15, WLE reserves the right to use the slip however needed with no refund.*
- 19.) When a slip becomes available, the Administration Office will notify the first person on the waiting list via certified mail. The property owner will have a grace period of fifteen (15) days from date of letter to respond to the offer of the available marina slip. If there is no response or you decline, the slip will be offered to the next person on the waiting list.
  - a. *You will be moved to the bottom of the list.*
  - b. *Upon accepting the slip, your \$100 Marina Waiting List deposit will go towards the one-time current year initiation fee.*

- 20.) Due to the amount of water space between the slip fingers, your watercraft cannot exceed (24'6") twenty-four feet and six inches in length or (8'6") eight and one half feet in width. Swim platforms or accessories cannot be added to a boat that will result in the boat being more than 24'6" in length. Please refer to the "LOA" Length Over All specs provided in this mailing and online.
- Auxiliary flotation devices (dinghy's, rafts, floats) CANNOT be tied to watercraft in their slips. All such items must be placed within and may not extend over front, back or sides of the watercraft.
  - Boats new to the Marina will have to furnish manufacturer's specification along with the registration and insurance forms. If manufacturer's specifications are not available, a representative from WLE will measure the boat to make sure its size adheres to the Marina Rules and Regulations.
- 21.) As approved in 2019, no future Double Decker Boats can be added to the Marina.
- 22.) Anyone launching a boat or parking in the assigned areas must display a current Wallenpaupack Lake Estates ID sticker or guest pass on their vehicle. Any vehicle without a valid WLE sticker or guest pass will be considered trespassers, and a citation will be issued.
- 23.) There will be no parking of recreational vehicles with trailers attached to them in the Golf cart, R.V. parking zone.
- 24.) There will be 8 slips available for wave runners. You must submit your request for the use of this slip in writing.
- A lottery will be held, and the winners notified each year.
  - You must be a property owner in good standing in order for your request to be considered
  - Only one slip per property owner.
- 25.) Weekly/Weekend Rentals are on a first come first served basis when available. Peak season (June 15 – September 15) can book one (1) week or weekend at a time and must have a minimum of 1 week off in between bookings. Off Peak can book for two (2) weeks or weekends straight and must have a one (1) week break in between bookings.

**CANCELLATION POLICY:**

You may cancel your reservation up to 72 hours before arrival and no fee will be charged. If cancelled less than 72 hours before arrival 50% of the reservation will be charged, or in case of a no-show, 100% of the reservation will be charged. Holiday Reservations are non-refundable.

- 26.) If your boat/watercraft is not out on the closing date, there will be a \$250 fine the next day and your boat will be towed 3 days later.

Please note – Do NOT cover the connecting bolts and plates on the docks and fingers themselves. Maintenance is unable to check to see if there is a tear away when these are covered.

Please obey all of the Rules and Regulations so that we may have a safe and happy boating season.

The marina closes on "October 15<sup>th</sup> of each year". Please have your boat and any installed items including hardware removed by this time. If maintenance must remove these items, you may be subject to a removal fee. There is also no guarantee that your hardware will be available to you for the next season. If there are to be any changes in the deadline for removal of boats, we will notify you.

**Additional Rules**

- 1.) No Alcoholic Beverages or Picnicking on the Docks.
- 2.) No Animals Are Allowed on the Docks except for when you are taking them out on the boat.
- 3.) No Water Skiing Within 100' Feet of the Docks.
- 4.) All Boats must Be Secured and Secured in a Manner That Will Not Damage the Docks and all canopies must be brought down while the watercraft is docked.
- 5.) No Wakes Within 100' Feet of the Docks. Creating a wake in this area adds stress to the dock mains and fingers.
- 6.) No Loitering or Horseplay Allowed on the Docks.

- 7.) No Littering.
- 8.) No Swimming from the Docks.
- 9.) Anyone Caught Tampering with the Boats or Docks Will Be Prosecuted.
- 10.) No Fishing from the Docks.
- 11.) No Boat Mooring at the Ends of the Docks except when loading or unloading passengers and or supplies or for an emergency situation.
- 12.) Speed Limit Is 5 M.p.h. Within 100' Feet of the Docks.
- 13.) No Transferring of Drivers of Water Vehicles from the Docks.
- 14.) Water Vehicles May Not Be Placed on the Docks, attached to the Docks, or Stored on Land Within the Marina Areas.
- 15.) No Unauthorized Water Vehicles Will Be Permitted in the Marina.
- 16.) All Protective Bumpers and any hardware or items attached to the Docks Including Carpeting, Fire Hoses, etc. must Be Removed at the End of the Boating Season. If Maintenance has to remove these items, there will be no guarantee that you will get your items/hardware back.

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16.) All Protective Bumpers and any hardware or items attached to the Docks Including Carpeting, Fire Hoses, etc. Must Be Removed at the End of the Boating Season. If Maintenance has to remove these items, there will be no guarantee that you will get your hardware back.

### **GUEST POLICY**

PURPOSE: WALLENPAUPACK LAKE ESTATES recognizes that due to the nature of WALLENPAUPACK LAKE ESTATES as a private recreational community, there will be many occasions when W.L.E.P.O.A. members and tenants will invite guests to join them at WALLENPAUPACK LAKE ESTATES The membership must assume that some control must be exercised on guests' of amenities.

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

#### **A. Definitions**

1. Guest - A person other than the owner who has been authorized to enter WALLENPAUPACK LAKE ESTATES by the owner or his/her agent. Agent may include Tenant.
2. Guest Pass - Auto identification card issued to allow access to private home. This allows no amenity use.

#### **B. Admittance of Guests**

1. When the member is at WALLENPAUPACK LAKE ESTATES , guest will be admitted only on prior written or oral notice to the **Administration Office (8/18/01)**.
2. When the member is absent from WALLENPAUPACK LAKE ESTATES , prior written request **or oral notice (8/18/01)** is required for admittance of guests, which shall include the following information:

Name of POA Member and Signature  
WALLENPAUPACK LAKE ESTATES Address  
Home Address  
Section #    Lot #  
Name of Guest(s)  
WALLENPAUPACK LAKE ESTATES Phone Number  
Address of Guest(s)  
Home Phone Number.

#### **C. Identification of Guests for Amenity Use**

1. All guests shall be in possession of, and display, an ID badge for the period of time they are Guests in WALLENPAUPACK LAKE ESTATES , in order to utilize amenities.
2. Children age 6 and under will not be required to have guest passes or ID's.
3. ID badges will be issued at **the Administration Office (8/18/01)**.

#### **D. Use of Amenities**

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

E. **Fees:** Fees may be adopted by the Board of Directors with approval of the membership.

### **CLUB ORGANIZATION USE OF FACILITIES**



1. All clubs or organizations wanting to use the facilities for meetings, must be made up of members in good standing with WALLEMPAUPACK LAKE ESTATES .
2. Clubs and organizations must submit an application to the Board of Directors for approval.
3. Use of facilities may not exclude other property owners.
4. Clubs and organizations must be self-supporting.
5. Fund raising for any causes or groups outside of WALLEMPAUPACK LAKE ESTATES must be approved by the Board of Directors.
6. Meetings must be scheduled at office to avoid conflicts.
7. Officers of groups will be responsible to see that rules for the use of facilities are observed.
8. The Board of Directors will announce approval of a club or organization to use the facility so that there will be no question as to its status.
9. Group must be in conformity with the law, public policy and purpose of W.L.E.P.O.A.. Amended 5/16/98

**WALLEMPAUPACK LAKE ESTATES**  
**RENTAL RULES & REGULATIONS**

**SECURITY:**

For each property subject to occupancy screening by this policy, the property owner shall have funds deposited with the Association for the duration of the house occupancy in an amount of \$1,200.00. The effective date for this deposit requirement will be April 1, 2004 or the date of the occupancy change or a new occupancy under a lease renewal and otherwise, whichever comes later. The Association shall hold the refundable deposits in a non-interest bearing bank account.

This security deposit shall be liquidated for fines imposed or assessed against the offending lot and its property owners for rule violations by the property owners or occupants, and for damages to any of the common areas/facilities of WLE and Association property attributed to them. If the deposit balance is, by liquidation, reduced to less than 80% of the full amount, at any time during the approved house occupancy, the deposit shall be replenished to the full-required amount within ten (10) days from the notice thereof. The Association may increase the deposit after three (3) infractions of this policy or the Association's by-laws or rules/regulations by the property owner or occupants of the property.

**MISCELLANEOUS:**

Any required notice shall be effective upon mailing to the addresses furnished to the Association.

This Board of Directors for the Association shall establish rules and procedures and forms and other requirements for and as part of this policy, and any fees for implementing the policy and its procedures, and shall have the discretion to construe, apply, and otherwise implement and effectuate this policy.

For purposes of the policy, wherever the Association is hereby authorized or empowered or required to act, do something, make decisions or receive anything, or the "Association" is referenced herein (unless the context is explicitly otherwise), it shall mean and refer to its Board of Directors and its committees or designees and not the membership.

**RENTAL RULES AND REGULATIONS**  
11/22/2003 (amended 6/13/15)

- A. The following rental rules and regulations shall be apply in every instance on any property located within Wallenpaupack Lake Estates Property Owners Association used by a non-property owner.
- B. Any and all uses of property as described in paragraph A, including, but not limited to, rental agreements, agreements of sale, and leases, shall come under and comply with these rental rules and regulations.

C. Any and all rentals, leases, or uses of property within Wallenpaupack Lake Estates by non-property owners shall be reported in advance by the property owner to Wallenpaupack Lake Estates Property Association.

1. At least five(5) days before the occupancy contemplated by paragraph C, the property owner shall present to the Association a copy of the lease or rental agreement or any other written documentation that shall provide for the use of a subject property by a non-property owner, along with established rental fee. Non-compliance will result in a \$1,000.00 fine for long-term. Short-term non-compliance will be as follows: 1<sup>st</sup> offense \$1,000.00, 2<sup>nd</sup> offense \$2,000.00, 3<sup>rd</sup> \$3,000.00, 4<sup>th</sup> \$4,000.00 and will continue in that increment. ***After the yearly short-term rental permit is acquired, any rental application not received by the office at least two (2) business days prior of the rental will be charged \$50.00, seconded by Ed Jordan Jr., passed unanimously. (2/19/22)***

***Any advertising of a property for long-term or short-term rentals, will be deemed that the property is available to be rented. Advertising will include but not be limited to written, verbal, online and any social media platforms. All fees must be paid before advertising.***

At the Board of Directors meeting on May 16, 2015 the Board amended the short-term per rental fee to an annual fee of \$200.00, which is due January of each year. The fine for not paying the annual fee will be \$1,000.00. When the fee is paid an annual permit will be given to be posted by the entrance of the residence this will show that the residence is in compliance for short-term renting. For each rental the homeowner or the tenant must come into the office to pick up their vehicle ID and register their tenant with the office.

2. The aforementioned notification by the property owner to the Association shall also include the full names of the lessee and occupants and the permanent address and telephone number of the property owner.
3. At or immediately prior to the commencement of the running of the term of the lease, the non-property owner shall initially obtain from the property owner all membership badges. Thereafter badges can be obtained from the Association. Vehicle I.D. must be obtained from the Association.
  - a. Any costs in connection herewith shall be borne by the non-property owner.
  - b. Notwithstanding anything included herein, the property owner shall also be responsible to provide the non-property owner with the copies of all rules and regulations under which the tenancy may be subject.

D. Non-property owners shall comply with any and all of the covenants, conditions and restrictions governing the Association and subject properties, the Association by-laws, rules and regulations and any and all duly enacted legislation imposed by the Association during the term of the tenancy.

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

F. At or before the commencement of the term of tenancy, the (non-) property owner shall pay to the Association, the required occupancy fees then in effect within the Association as promulgated by the Board of Directors. By resolution. Failure of payment will result in Property Owner not being in good standings, therefore not allowing non-property owner to use any facilities. Delinquent fees are subject to the same procedures addressed in rule (J). The property owner must stay current with all dues and fees to allow non-property owner to obtain and/or use identification badges.

G. Any and all violations of any of the rental rules of this (section) or (article), or any of the covenants, con-

ditions, restrictions or general rules and regulations of the Association shall be communicated directly to the non-property owner at the address of the subject property owner at the permanent address listed as aforesaid. Notification to both of these reported address shall constitute sufficient notice to the non-property owner and the property owner.

- H. The aforesaid notice shall specifically include the nature of the violation and the amount of any fine which may be levied by the Association pursuant to its general rules and regulation. The notice of any fine levied in this fashion shall be handled pursuant to the fine and/or enforcement provisions of the general rules and regulations.
- I. Any fine levied in this fashion, pursuant to this (section) or the general rules and regulations, shall be the sole and exclusive responsibility of property owner.
- J. If any fine levied in this fashion is not paid pursuant to the general rules and regulations, said fine shall be added to the current dues and/or assessment account of the property owner and the same shall be collected as any dues, regulations and/or by-laws of the Association, and any judgment rendered pursuant thereto shall be and is hereby considered in lien against the property owner and/or the subject property.
- K. Nothing herein shall be deemed to limit the Association and its selection of remedies in its attempt to enforce any and all of its rules and regulations, covenants, conditions and restrictions. The Association shall also have the right to seek equitable enforcement of same in the appropriate court.
- L. Only Property Owners in good standing of the Property Owners Association can register a golf cart or UTV and have use of the Kempf Marina slips on Lake Wallenpaupack. Registration by non-members will NOT be accepted. The Property Owner must be the owner of the Golf Cart, UTV or Boat.

*NOW THEREFORE, it is resolved that the rules and regulations for Property Rentals/Tenancies, as adopted by the Membership on June 13, 2015, for addition to the Association's Rental Rules and Regulations, are hereby further amended and ratified as follows:*

- M. Designation of an agent. For every Rental Lot within WLE, either the lot owner or landlord, or a designated property agent, shall be readily available locally to manage and control the Rental Lot and tenancy or occupancy thereat by continuously residing and regularly maintaining a primary place of business within a fifty (50) mile radius of WLE. In the owners' or landlords' absence, unavailability or incapability to function, such agent shall be continuously authorized by the Rental Lot owner or landlord to receive notices and demands about the occupancy, use and condition of the Rental Lot and activity thereat, as well as to manage and maintain the Rental Lot, control the tenants, occupants, and guests/visitors of the Rental Lot and their conduct and activities, and to enforce the Rental Lot lease agreement, tenancy or occupancy rules and obligations, and the landlord's rights, and otherwise perform the usual or customary obligations of a landlord or an owner of a residence, and assure compliance with WLE's rental rules and regulations and any governmental property code. The identity, address and telephone number of the person designated as the Rental Lot agent shall be provided, in writing, to WLEPOA by the owner or landlord of the Rental Lot.
- N. Each time disruptive conduct has occurred, the landlord must warn the tenants and occupants in writing, of the possible consequences of eviction from the premises and non-renewal or non-extension of the lease or its term and legal (civil or criminal) action against them. After disruptive conduct has occurred for the third time or on the third occasion, within any consecutive twelve (12) month period (the "third event") by any of the same Rental Lot tenants and occupants, those tenants and occupants must effectively and quickly be removed therefrom. The implementation of such remedy shall proceed as follows: the Rental Lot owner, landlord or agent must begin effective eviction proceedings and diligently pursue eviction or ejection as to the Rental Lot tenants and other occupants unless the remaining lease term or occupancy duration is less than four (4) months from the third event. If the remaining lease term or occupancy duration is less than four (4) months, the Rental Lot owner, landlord or agent shall give assurance to WLEPOA in writing, in the form of a sworn affidavit, that the Rental Lot lease or tenancy will not be renewed or its term of duration will not in any way be extended, and that, at least, the required legal notice (notice to quit) has been given to the tenants for their vacation or leave of the premises. Then, if the tenants and occupants have not effectively vacated and surrendered possession of the Rental Lot by the end of the tenancy or lease term, court eviction proceedings must immediately ensue and be diligently prosecuted for the effective removal of the tenants and occupants. Upon request, the waiver or modification of these requirements and provisions may be granted by WLEPOA, with such additional conditions or other assurance/security as WLEPOA in its sole discretion may impose.

If there is evidence of a WLE property being used for illicit acts or purposes, or any drug related activity or drug related nuisance activity occurring at a WLE property or by a tenant or occupant thereof, even though there is no criminal charge filed or process issued, or arrest, or court processing or disposition whatsoever of any charge, or law enforcement investigation, the lot owner, landlord or agent must immediately terminate the lease, tenancy or rental occupancy and diligently pursue the effective eviction or

ejection of all of the Rental lot tenants and occupants, and if necessary by resort to court proceedings toward that end. Upon request, a waiver or modification of these requirements, with such additional conditions or other assurance/security as WLEPOA in its sole discretion may impose, may be granted by WLEPOA, such that only the offending household participants (tenants, occupants or guests) and others with knowledge of or complicity with such activity may be completely removed and kept away from the premises.

For a violation of the above provisions of subpart N for which the tenants or occupants of a rental lot have in any way or by any extent caused or are responsible, the lot owners or landlords, whether as a natural person or some form of organization, of the violation property shall not permit any of such tenants or occupants to rent or occupy another WLE lot in which such lot owners/landlords or their immediate family members --- own or control by any means, interest or degree or whether in common with other persons, or have any equity stake or ownership interest or managerial control in the case of other rental lots titled to organizational lot owners/landlords, or, as organizations, have common equity stakeholders or owners or officers, however titled, with other organizational lot owners of the other rental property. Any subterfuge, device, means or effort to skirt or evade the common connection or association aspect of this property tenancy, rental or occupancy restriction is prohibited and shall be deemed a separate violation.

Every WLE lot tenancy and lease, and agreement for a lease or lot rental, and lease renewal or rental period extension shall be subject to these rental rules as 'conditions' of the Rental Lot tenancy, lease and occupancy, and each tenant or occupant of the Rental Lot shall be jointly and severally obligated and bound thereto. The Rental Lot owners and Landlord shall be responsible for the tenants' (existing & prospective) notice thereof and acknowledgment thereto. Before every tenancy or lease, each of the Rental Lot tenants and occupants shall agree to comply with these and all other rental rules of WLEPOA as part of their lease or rental obligations, and the landlord shall require that commitment. Upon request, the Rental Lot tenants and occupants shall acknowledge such commitment in writing to WLEPOA.

The Rental Lot owners and landlords shall be financially responsible for all WLEPOA costs and personnel time expense incurred for responding to any disruptive conduct after the first occurrence during any 12-month period, which may be additional to any rule infraction fines and other sanctions imposed. WLEPOA may also undertake and pursue any effort whatsoever, or action or proceeding (law enforcement, court & otherwise) to enforce this regulation and policy, or to redress or abate the disruptive conduct or illicit use of the premises or drug related activity or drug related nuisance activity thereat, or to alleviate or rectify the offending Rental Lot conditions, or to exercise WLEPOA's rights against the offending Rental Lot and its owners/landlords, for which all of WLEPOA's personnel time expense incurred and other costs whatsoever (including its court, litigation & attorney's fees/expenses) shall be reimbursed by the Rental Lot owner/landlord. Such recourse by WLEPOA and reimbursement to it shall not relieve the Rental Lot owner or landlord of WLEPOA's disciplinary process, including the issuance of citations or the imposition of monetary fines for rule infractions, denial of community and WLEPOA privileges, and other sanctions, which may be additional and cumulative.

A copy of all current and updated documents forming or evidencing the written lease agreement for the Rental Lot, including for any sublease or assignment, shall be filed with the Association, which shall be the responsibility of the Rental Lot owner and landlord.

- O. For any Rental Lot, the lease, tenancy or rental occupancy shall be subject to the owners' and landlords' privilege of their periodic inspection of the entire premises, for which the rental agreement or lease or tenancy evinces, in writing, the tenant's or occupant's consent thereto. The Rental Lot owner, landlord, or agent shall make periodic inspections of the rental property (exterior and interior), during each tenancy or rental occupancy, as well as at the end thereof, and twice during a one-year lease term, and at four-month intervals during each rental period or lease term exceeding one year, to be assured that the Rental Lot is kept and being maintained to the standards required of WLE's lot covenants (Schedule A instruments), and WLEPOA's Bylaws and Rules & Regulations, and applicable governmental property maintenance codes. An exemption or modification of the periodic inspection requirements may be granted by WLEPOA in its discretion for Rental Lots with a satisfactory history of minimal disruptive conduct and the property's condition. The owner, landlord, or agent must keep the property in a reasonably good, clean, aesthetic condition, and maintained, and make any necessary repairs. Upon request, the owner must supply, in writing to WLEPOA, the dates of inspections.

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Definitions:

LANDLORD - Any owner, assignee or successor-in-interest, or lessor and sub-lessor, of a WLE residential lot subject to a residential tenancy or possessory right in another or under a residential property lease or landlord-tenant agreement, or subject to occupancy by another for any value or other legal consideration.

DISRUPTIVE CONDUCT - Any act, conduct, action, activity, incident, event, or behavior, of any kind, means or form, committed, perpetrated, caused or permitted by any tenant, occupant, guest, or visitor of a Rental Lot within WLE, that is loud, offensive, menacing, physically threatening, or riotous, or is tantamount to a boisterous altercation or domestic dispute, or would create property conditions harmful, offensive or unsafe to non-occupants of the premises, or constitutes a public or private nuisance under the law or a crime whose act is directed toward another or another's property within WLE as the object thereof or unreasonably affects another in WLE, or that violates the rules/regulations for WLE or any property maintenance code which unreasonably affects or impacts a neighbors' habitation and property interests, or the WLE community, or that otherwise unreasonably disturbs the neighbors or the travelers or users of the community roads, or persons within any common facility or area of WLE or using any community amenities, or any other persons of ordinary sensibility in their peaceful enjoyment of their premises, or that to any extent uses the Rental Lot for an illicit purpose which negatively or detrimentally affects or impacts the neighbors or neighboring properties or WLE community, which results in an official report to or response by WLEPOA, including its security personnel, or any municipal police force/department or police officer, the PA state police or any officer or trooper thereof, or other public law enforcement authority or officer with jurisdiction. When specific criteria or standards do not define or qualify disruptive conduct as to any general references --- loudness of noise, and unsafe, harmful or offensive to or affecting others, or disturbing to persons --- then such criteria and standards as are established for public laws may be utilized for guidance or such general references shall be qualified by the reasonableness standard for persons of ordinary sensibilities as applicable for the given context or situation.

OWNER – Persons and any organizations of whatever form, jointly or separately vested with all or part of the legal title to the WLE Lot, or all or part of the beneficial ownership and right to the present use and enjoyment thereof, including a mortgage holder in possession. For purposes hereof, it shall also refer to persons with official legal authority or control of such Lot, such as a guardian, trustee, Estate executor or administrator, and personal representative of a decedent, attorney-in-fact under a power of attorney, or other person having such fiduciary capacity or responsibility, and includes Landlords respecting Rental Lots.

DRUG RELATED NUISANCE – The use of any property in whole or part which facilitates or is intended to facilitate any violation of the act of April 14, 1972 (P.L. 233, No 64) known as The Controlled Substance, Drug, Device and Cosmetic Act.

DRUG RELATED ACTIVITY – The unlawful manufacture, sale, distribution or possession with intent to sell or distribute of a controlled substance in violation of the act of April 14, 1972 (P.L. 233 No 64) known as The Controlled Substance, Drug, Device and Cosmetic Act or an unlawful attempt or conspiracy to commit such an act.

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**WALLENPAUPACK LAKE ESTATES**  
**OCCUPANCY/RENTAL RULES & REGULATIONS**

Approved 6/13/15 Annual Meeting

**Rental Moratorium**

1. A two (2) year rental moratorium for all newly erected and acquired houses within WLE, effective as of June 15, 2015. WLE lots shall not be rented or occupied by persons other than their owners or their immediate family members, for a period of two (2) years ---

- a. Anyone violating the 2-year rental moratorium will be fined \$1,000.00 and will cease renting until the time of moratorium has expired. (2/19/22)*
- b. Anyone not notifying the office before renting their home will be fined \$1,000.00, to continue to rent the owner must come into compliance of the Property Occupancy Policy for long-term or short-term renting. (2/19/22)*
- c. After the yearly short-term rental permit is acquired, any rental application not received by the office at least two (2) business days prior of the rental will be charged \$50.00, seconded by Ed Jordan Jr., passed unanimously. (2/19/22)*

following completion of any house erected, built or placed thereat, or

following acquisition, by any means, manner, or instrument of conveyance/transfer, or by operation of law.

House 'completion' shall be the date of the latter issuance of the certificate of occupancy or equivalent permit document from the Township or Association. The term 'newly erected' house shall not be those houses rebuilt, restored or renovated following destruction, demolition, or removal of the former house structure as long as ownership change has not occurred.

Lot 'acquisition' shall be the date when title vests from the transfer or conveyance by delivery of the title instrument, which shall be presumed to be the instrument (deed) acknowledgement date in the absence of otherwise clear indication. If such instrument is not publicly recorded within twenty (20) days thereafter, then the operative date shall be when such title instrument is officially recorded as a public record. In the case of an organizational consolidation or merger or an organization's stock, security or membership certificate transfer to another, whereby an instrument of title is not necessarily delivered or recorded as evidence of new ownership of the lot, such transaction date shall control.

For purposes of this moratorium, the term 'immediate family' in reference to lot owners, includes: spouse, parents, grandparents, brother, sister, sons, daughters, children and siblings in a step family relationship, in-laws, and domestic partner of the immediate family.

For WLE lots owned or controlled by non-natural persons (i.e., organizations of any kind), the owner shall be deemed to be the person constituting the chief executive officer or other equivalent title-holder of each organization, in the absence of another designated officer of the lot owning organization.

**2. Exceptions for transactions, agreements & instruments or circumstances effective as of May 15, 2015.** The following WLE lots shall be excepted (grand-fathered) from the rental moratorium as follows:

any lot subject to pending and consistent construction for a house, or under contract for a house to be erected, built or placed thereat, as of May 15, 2015;

any lot with a house under a contract of, or other commitment or obligation for, purchase or transfer/conveyance, in writing, signed by its owners or issued by a court, as of May 15, 2015;

any lot with a house whose owners are deceased or officially in the process of marital divorce, as of May 15, 2015;

any lot with a house scheduled for a pending judicial, tax, or any foreclosure or judgment execution sale, as of May 15, 2015;

any lot with a house owned by an organization which is subject to a pending consolidation or merger with another organization, or a stock, security or membership certificate transfer to another, whereby an instrument of title for the lot is not necessarily delivered or recorded as evidence of new ownership, as of May 2015;

**3. Miscellaneous**

The property owners shall be subject to Association disciplinary action and other sanctions (including denial of community & Association privileges) for any violation of this policy or non-compliance with the Association's rules and regulations, including, for the allowance of property occupancy and the occupants' access/use of the common areas & recreational facilities.

Any required notice delivery shall be effective upon actual delivery or any mailing to the address last on record with the Association for the WLE lot or addressee.

The Board of Directors for the Association shall establish rules and procedures and forms and other requirements for and as part of this policy and shall have sole discretion to interpret, construe, apply, and otherwise implement and effectuate this policy and its regulations, and to waive or modify its application in special situations of hardship.

For purposes of this policy, wherever the Association is hereby authorized or empowered or required to act, do something, make decisions or receive anything, or the "Association" is referenced herein (unless the context is explicitly otherwise), it shall mean and refer to its Board of Directors and its committee or designees and not the membership.

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**Property Occupancy Policy  
For  
Wallenpaupack Lake Estates**

**WHEREAS**, the lot covenants for the WLE community provide that lot owners, their successors and assigns are required to comply with the Associations Bylaws, rules and regulations; and

**WHEREAS**, property owners, and their families and guests are generally more predisposed to care for the properties and the community, and to respect their neighbors and the community interest, and to comply with the rules of the community, when they occupy such properties rather than others, and property owners are better able to control their non-tenant occupants; and

**WHEREAS**, it is in the community's interest, including for reasons of security and safety, for the Association to know the occupancy status of the houses thereat and for the Association and its lot owners to be aware of the occupants thereof in advance of occupancy, and for the owner to require financial security for the houses occupied by persons other than their owners and their families/guests;

**PROPERTY OCCUPANCY  
REGISTRATION, SCREENING & FINANCIAL SECURITY POLICY.**

**Registration**

The owners of each residential property of W.L.E. shall register, with the Association, all existing and prospective occupants of the property and shall identify their relationship to the property owners, and furnish such other information to the Association as required by the Board. For each property, each time that a new occupancy or tenancy occurs, or any renewal of the then existing occupancy/tenancy occurs, under a lease or other agreement with the owner and otherwise, or any of the prospective occupants or the occupancy of the house will change, then re-registration shall be immediately required.

**Screening**

If any of the properties will be occupied by persons other than their owners, their immediate family members, or intermittent, short-term guests, (whether as Tenant Members and otherwise), then such persons, as prospective occupants of the properties, shall be subject to pre-screening and occupancy approval by the Association and the property owner for decision and action by the property owner. If the property owner is a non-natural person, such as a corporation or similar type entity, or other organization, then the chief executive officer or other natural person of equivalent rank/title shall be deemed the property owner for determining property occupancy for purposes of application of this policy.

The property owners will have the prospective occupants of their properties furnish certain information (which may include the following) about such occupants to the owner, who will furnish a copy to the Association.

- Their current and former occupation & employer, and the duration of such occupation/employment;
- Their former residence (including location) within the last two (2) years, the period of residency thereat, and the names, addresses, and phone numbers of the property owners (including landlords or their managing agents) for such residents;
- Proof of vehicle insurance for vehicles owned or operated by them;
- References of three (3) other persons (familiarily unrelated to them) whom are familiar with their history, character, reputation, and other attributes, including the names, addresses, and phone numbers of such references and a description of such persons' relationship to them.
- Proof of renter's liability insurance or similar liability insurance coverage for the non-owner occupants/renters of the house.

As part of this pre-screening process, the Association may inquire into the foregoing information about the prospective occupants, including by contacting former landlords and neighbors of their former residences and others for information, and the Association may interview the prospective occupants. This process may be completely or partially conducted by contracting agents of the Association. The property owners shall deliver a completed authorization form signed by the prospective occupants consenting to the Association's inquiries of others and the release of information from such others about the prospective occupants, including release of their credit history and the foregoing information.

If the Association rejects the approval of the prospective occupant, the property owner will be notified in writing and if the owner still allows his property to be occupied by or rented to such rejected occupant, it is done at the owners' sole discretion and they shall bear the risk of all fines, sanctions, WLE property damage caused by such occupants, etc.

The property owners shall be subject to Association disciplinary action and any resulting fines and other sanctions (including denial of community & Association privileges) for any violations of this policy or non-compliance with the Association's rules and regulations, including, for allowance of property occupancy and the occupants' access/use of the common areas & recreational facilities before Association occupancy approval.

Any information requirements may be waived or modified by the Association. Any waiver or modification decision of the committee may be appealed, in writing, to the Board within fifteen (15) days from notice thereof.

All information and reports about the prospective occupants, and the proceedings and decisions of the Board for the Association will be private and confidential amongst the Association (its officials, management staff & other agents), the owners of the subject property, and the prospective occupants thereof; other Association members shall have no access to such information.

### **Security**

For each property subject to occupancy screening by this policy, the property owner shall have funds deposited with the Association for the duration of the house occupancy in an amount of \$1,200.00. The effective date for this deposit requirement will be April 1, 2004 or the date of the occupancy change or a new occupancy under a lease renewal and otherwise, whichever comes later. The Association shall hold the refundable deposits in a non-interest bearing bank account.

This security deposit shall be liquidated for fines imposed or assessed against the offending lot and its property owners for rule violations by the property owners or occupants, and for damages to any of the common areas/facilities of WLE and Association property attributed to them. If the deposit balance is, by liquidation, reduced to less than 80% of the full amount, at any time during the approved house occupancy, the deposit shall be replenished to the full-required amount within ten (10) days from notice thereof. The Association may increase the deposit after three (3) infractions of this policy or the Association's bylaws or rules/regulations by the property owner or occupants of the property.

### **Miscellaneous**

Any required notice shall be effective upon mailing to the addresses furnished to the Association.

The Board of Directors for the Association shall establish rules and procedures and forms and other requirements for and as part of this policy, and any fees for implementing the policy and its procedures, and shall have the discretion to construe, apply, and otherwise implement and effectuate this policy.

For purposes of the policy, wherever the Association is hereby authorized or empowered or required to act, do something, make decisions or receive anything, or the "Association" is referenced herein (unless the context is explicitly otherwise), it shall mean and refer to its Board of Directors and its committees or designees and not the membership.

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Additions to the General Rules & regulations regarding Sewer & Water:

1. Water meters are to be installed in every residence.
2. Pressure valves are to be installed in every residence. **(12/17/05)**
3. Curb valves must be located and "marked/flagged". **(12/17/05)**

An addition to the General Rules & Regulations regarding building:

911 numbers must be displayed outside every home. The Township and County require that old lot numbers be removed from the outside of your house. The new 911 address numbers must be at least 3" and placed so they are clearly visible from the road. The required signs have a dark green background with reflective numbers on both sides of the sign, to be placed on a post minimum 4' to 6' high. They are to be placed on the right or left of the driveway closest to the house, approximately 10' feet from the edge of the road and visible from the road during all 4 seasons, that is, they are not to be obstructed by snow in the winter and foliage in the summer. **(12/17/05)**

The Adult Lodge will be for use of persons over 18 years of age. **(9/18/05)**

An addition to the General Rules & Regulations:

There will be a fine of \$500 for placing graffiti, defacing or destruction of WLE property. \$250 of the fine will be paid to the individual providing information leading to the arrest and conviction of individual(s) committing the offence **(12/17/05)**

An addition to the General Rules & Regulations:



If a “serious” violation is issued to an underage driver, their WLE driver license is to be suspended until driver attends driver school again. “Serious” does NOT include routine traffic violations but things such as “serious” malicious mischief, disorderly conduct (8/13/05)

An update to The General Rules & Regulations regarding pets:

**Pets:** Barking dogs must be kept in the enclosed part of the house and must not be a disturbance to any neighboring property. (8/18/01) When dogs are out of the house, they do not have to be leashed if they are on your property. However, the property owner must be present and the dog must be kept under the owner's control. (2/25/06) Noisy pets are to be controlled by their owner. Dogs, cats and other pets are not allowed to enter the clubhouses, swimming areas or game courts, beaches or any common area. Pets must be licensed and inoculated, according to Pennsylvania State laws. It is the responsibility of the owner of the pet to clean up and remove animal excrement of their pets. Cats are also expected to be leashed and/or kept in the possession of the owner. Cats must be maintained on owners property. (8/18/01) *Effective January 1, 2015 all dogs in WLE must be registered with the office, including those of renters.* (7/19/14)

Change to the Sewer and Water Rules & Regulations:

Line ruptures of any kind and or nature inside or outside the home of a PO will be the responsibility of the PO. The PO will be assessed up to a minimum of ten man-hours based on time and half to compensate the POA for the Department of Sewer and Water to locate and address the origin of the leak. The PO will also be assessed for the water loss based on water meter reading. (10/18/08)

An update to the General rules and regulations

The age of use for the Adult Lodge has been reverted back to 21 years old and over with the exception that a person 18 years and over must be accompanied by an immediate family member of a property owner at least 21 years old and in good standing. (3/15/08)

An update to the General rules and regulations

38. **Stickers:** Vehicles of owner members must display *a current* (8/18/01) WALLENPAUPACK LAKE ESTATES sticker. It is to be placed on the rear of the vehicle in such a manner so as to be as easily visible. Safety Patrol Officers should be able to clearly see the sticker while patrolling. *Caution:* Stickers placed behind tinted glass may not be easily visible and could be subject to a fine. (7/16/09)