

Rules & Regulations
Robin Hood Lake Lot Owners Association, Inc.
 (R.H.L.L.O.A.)

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The following Rules & Regulations, revised and adopted **November 2, 2019** supersede those dated **July 25, 2015** and have been re-printed to incorporate the fines that will be assessed for violations.

These rules apply to all R.H.L.L.O.A. property owners, their family members, their guests and their renters. Property owners are legally responsible for all damages, fines, legal costs and fees that are incurred by them, their family members, guests and renters. Please make sure your family members, guests and renters are made aware of these Rules & Regulations so that violations can be prevented.

Legal **counsel** has advised us that in order to enforce these laws of the Associations, the members must first be advised of the penalties that they incur for violation of these laws, and the appeal procedure to which they are entitled. Once the fines and appeal procedure have been made public, the fee schedule will be enforced by the local District Court. Violators will be charged for repair of damages – or any other costs, including legal costs or fees that are incurred in the process of enforcing these Rules & Regulations and the cost of collecting the fines that have been assessed for violation of these Rules & Regulations. **(See Rules #25 and #26 herein.)**

These Rules & Regulations are in addition to the restrictive covenants, easements, reservations, charges and conditions which are part of your deed as recorded at Monroe County Courthouse in Stroudsburg, PA.

<u>Rules & Regulations of Robin Hood Lakes Lot Owners Association</u>	<u>Violation Cost</u>
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| 1. All boats being left at R.H.L.L.O.A. Lake #2 must be <u>identified with Lot # and</u>
registered at R.H.L.L.O.A. office..... | \$150.00 |
| All boaters (Lake #2 only) must abide by all PA Waterway and R.H.L.L.O.A. Rules
& Regulations..... | \$150.00 |
| No motorized watercraft of any type is permitted in R.H.L.L.O.A..... | \$150.00 |
| All watercraft must be secured when not in use if on R.H.L.L.O.A. property..... | \$150.00 |
| No fishing out of season..... | \$150.00 |
| PA fishing license and trout stamp required..... | \$150.00 |
| Creel limit is 3 fish per day..... | \$150.00 |
| Fishing at Lake #1 behind meeting hall (swimming lake) is only permitted
when swimming season is closed <u>and never in the beach area</u> | \$150.00 |
| 2. The recreation & green areas are only accessible between dawn & dusk, unless prior
<u>written</u> prior approval is obtained from <u>an authorized representative</u>
<u>of</u> R.H.L.L.O.A..... | \$100.00 |
| 3. <u>No Swimming is permitted at Lake #2, Fishing Lake at any time.....</u> | <u>\$ 100.00</u> |
| 4. It is the responsibility of parents or guardians (18 years of age or older) to
accompany and supervise all children under the age of 12 years when
using the common facilities, including the lakes and playgrounds.
Unsupervised children under the age of 12 will be advised to leave the
premises and parents will be fined..... | \$100.00 |

5. No tampering or blocking of easements or water flow. No interfering with the right-of-way on any watercourse or waterway in R.H.L.L.O.A. Members found in violation will be prosecuted and billed for damages.....\$350.00 + costs

6. No automobiles, trucks or other impediments to fire equipment or Emergency Vehicles may be parked on any road or right-of-way in R.H.L.L.O.A.....\$100.00 + towing
 Emergency roadways to maintenance building located near meeting hall must be kept clear at all times – vehicles will be towed.....\$100.00 + towing
 All roads in R.H.L.L.O.A. are considered snow emergency routes during inclement weather. All vehicles must be removed from roads and right-of-ways. Owner will be responsible for towing and snow removal costs.\$100.00 + towing + snow removal

7. All vehicles **(including golf carts)** must obey all traffic control signs and posted speed limits within R.H.L.L.O.A. Reckless driving will not be tolerated.....\$200.00

8. Due to damage of roads, lake areas and green property, as well as personal property, all off-road vehicles (i.e., ATVs, snowmobiles, dirt bikes, motorized scooters, etc.) have been banned from use in R.H.L.L.O.A. **(Golf carts will be permitted when driven by a duly licensed driver with golf cart insurance. The cart must have working headlights and rearlights when driven in the dark. The golf cart MUST be a standard factory-built model which has been registered at the RHL office, with proof of golf cart insurance presented and be identified with a RHL number. The cart can only be driven on community roads, not on grass or lake areas. If three or more violations have been filed against the cart, it can no longer be driven within the community and fine will apply for each occurrence thereafter.....\$200.00**

9. Do not encroach upon the roadways with shrubs, trees, fences, etc. Driveways must accommodate road drainage with a swale or pipe. Roadways are defined in your deed. No one may alter in any way, a roadway in R.H.L.L.O.A. without written approval of the Board of Directors, based upon recommendation of the Road Committee. Members will be billed for damage, removal and repair.....\$175.00 + costs

10. In addition to road right-of-ways, 5-foot easements for installation and maintenance of utilities and drainage facilities are reserved over the front, sides and rear of each lot. Lot owners should not plant valuable shrubs or trees in this area. Obstruction(s) will be removed at cost of owner, or owner will be billed if R.H.L.L.O.A. removes the obstruction(s).....\$175.00 + costs

11. Any building, construction or alteration within R.H.L.L.O.A. requires a Polk Township Building Permit. No construction shall take place on any lot unless and until a Polk Township Building Permit has been secured. Completion of the project must be in accordance with the permit requirements. A copy of the permit must be filed with the Secretary of the Association.....\$150.00

12. A R.H.L.L.O.A. Right-to-Work Permit must be obtained by all contractors or members doing work in R.H.L.L.O.A. No work or construction shall take place on any lot unless and until a R.H.L.L.O.A. permit has been secured.....\$300.00

13. A lot owner must determine prior to construction that his builder or contractor has obtained a permit from the Association and is insured to cover any damages to our roads caused by personnel, trucks or equipment used in the construction. The lot owner will be held responsible for payment of damage. Damage will be corrected by the Association.....\$500.00 + costs
14. No hunting is permitted in R.H.L.L.O.A.....\$300.00
Shooting of firearms, including bow & arrow, is prohibited at all times.....\$300.00
15. Garbage, trash and household waste shall be stored in sanitary, sealed containers and shall be removed to a proper disposal facility by the property owner or a licensed disposal contractor. No garbage, trash or household waste shall be stored more than ten (10) days on any lot or left out for pick-up for more than three (3) days within R.H.L. Any items, i.e. furniture, appliances, etc. left out over 3 days.....\$250.00
16. Littering – throwing of trash, food containers, beer cans, bottles, junk mail, etc. on green property including mail box sites, bus stop, lakes or roadways in R.H.L.L.O.A.is strictly prohibited. Members found in violation will be billed for cleanup. **No glass is permitted at Lake #1 swimming lake at any time**.....\$300.00 + costs
17. All dogs must be leashed at all times when off owners property.
No dogs are allowed at Lake #1 beach area at any time.
Any dog owner allowing their pet(s) to defecate alongside roads or on R.H.L.L.O.A. **owned or maintained property** must pick up and dispose of dog waste\$100.00
No keeping of animals, other than commonly accepted domestic pets which must be appropriately contained on any property/lot.....\$100.00
- 18. No trailer, camper or tent can be used on private property for residential purposes or camping purposes for more than more than 30 consecutive days or for more than 60 days within a 365 day period.....\$200.00**
19. No soliciting or peddling **or door-to-door sales of personal property** is permitted.....\$100.00
20. Defacing of Association property is prohibited. **In addition to being subject to fine, violators will be subject to appropriate prosecution and the Property Owner, if the violator is not the Property Owner by is a guest or tenant or family member of the Owner, shall be responsible for any and all damages, replacement and clean-up necessitated by the defacing of the Association property. If the violator is a Property Owner, said Owner shall be similarly liable and responsible for any and All damages, replacement and clean-up.....\$300.00 + costs**
- 21. The grass in front of property must not be allowed to exceed 10” in height.....\$100.00**
22. Use of profane language or disorderly conduct will not be permitted on Association property.....\$100.00

23. Any owner who rents their property to **a non-owner** must notify the Association **in writing** of the renter's name and address, **phone number and email address (if any)** within **fifteen (15)** days of **(a) move-in date or (b) the date the property is made the subject of a written or oral lease**.....\$150.00
24. All signs (yard sale, birthday party, lost & found, etc.) that are attached to road signs and bulletin boards **and which identify or advertise an event, occurrence or a request pertinent to a particular lot or owner or occupant of a particular lot** must be removed within forty-eight (48) hours after the event has ended or lost & found items have been claimed. **However, no lost or found notice shall be posted for more than 20 consecutive days.** No Signs **of any kind or description** are allowed on Utility Poles at any time.....\$100.00
No signs of any type, including sale signs, shall be erected or maintained on the premises of any property/lot.....\$100.00
25. **The failure to timely pay all dues and assessments within the time frame set by the R.H.L.L.O.A. Board of Directors is, as per existing applicable law, a basis for R.H.L.L.O.A. to commence legal action to obtain a judgment and collect any such unpaid dues and assessments. Any property owner against whom a judgment is secured for payment of delinquent dues or assessments is responsible for the reasonable attorney's fees incurred by R.H.L.L.O.A. in prosecuting and/or collecting unpaid dues and assessments.....Cost of Reasonable Attorney's Fees**

26. Enforcement:

- a) All members' privileges shall be suspended until any and all fines imposed herein are paid in full.
- b) Citations for violation will be issued to the Property Owner.
- c) All citations which are not appealed within thirty (30) days of the date of mailing listed on the citation shall be final.
- d) Fines must be paid within 30 days of any un-appealed citation, or in the case of an appeal, within 30 days of the disposition date of the appeal.
- e) Upon written notification of any violation of any of the rules and regulations herein, a Property Owner shall have thirty (30) days following the date of the notification of the violation to request a hearing before a Hearing Board designated by the Board of Directors. Written notification is satisfied upon the mailing of the notification to the current address of the property owner of record.
- f) The Hearing Board shall determine disposition of the case, whether to uphold or dismiss the appeal, within ten (10) days of the hearing and provide written notification of the disposition to the Property Owner of record by mailing the same to the Property Owner within three (3) business days of the disposition.
- g) Any Property Owner whose appeal is dismissed by the Hearing Board shall have the right to appeal to the Board of Directors of R.H.L.L.O.A. and exercise their right to a hearing before said Board. Such appeal must be filed in writing within thirty (30) days after the date entered on the notice of the initial Hearing Board decision (the "Disposition Date").
- h) If any fine is not paid within the time periods set forth above, the amount of the fine plus any and all costs, including attorney fees and costs shall be added to the member's dues and assessments account and shall be collected under the same terms, conditions and fashion as dues and assessments are collected by R.H.L.L.O.A., which includes civil suit filed with the Magisterial District Justice and/or the Court of Common Pleas.

26. Enforcement: (Continued)

- i) As provided for herein, continued violation of the rules and regulations described herein shall be considered a separate and distinct violation on each subsequent day and / or occurrence.
- j) Each successive violation of each particular section of the aforesaid Rules and Regulations (i.e. burning, traffic etc.) occurring within a twelve (12) month period will result in a fine of the next higher class as listed on the attached fine schedule being imposed on the member. If the member remains violation free for a period of twelve (12) consecutive months, the record will be cleared and the member will begin again at the lowest fine or warning as listed on the attached fine schedule.
- k) R.H.L.L.O.A., in addition to the fine provided herein, shall have the right to seek equitable relief in any state or federal court for a violation hereof and in furtherance of enforcement of the Rules and Regulations, By-laws and Covenants, Conditions and Restrictions of Robin Hood Lakes Lot Owners Association, Inc.