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STILLWATER ESTATES PROPERTY OWNERS ASSOCIATION
RULES, REGULATIONS AND COVENANTS
Last Updated March 2019

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HIGHLIGHTS OF SOME RULES

The Association 25 mile per hour speed limit is enforced with radar. Speeding is subject to a fine. See fine schedule.

Stillwater decals must be displayed on all vehicles and boats.

Each household must arrange for trash and/or garbage disposal.

Cutting of vegetation is tightly regulated. Procedures must be followed. Violations may be subject to fines per instance. See fine schedule.

No open fires of any description are allowed at any time.

Snowplowing of individual driveways is the responsibility of homeowners.

Gasoline boat motors are prohibited on the Lake.

Contractors must register with The Association office.

Property owners must notify The Association office when renting their property for any given time. Failure to do so one week in advance of any rental will result in a fine. An administrative fee is charged to owners for each tenant change. See fine and fee schedules.

Fishermen and other sportsmen must have valid and current Association badges, as well as current State licenses.

Jet skis, airboats, snowmobiles and amphibious vehicles are not permitted on the Lake.

Use of amenities is at your own risk.

Remote control or drone boats (gas or battery powered) exceeding 1 foot in length are not permitted on the Lake.

Dogs must be confined within the premises of the owner, or firmly secured by means of a collar and chain or other device so that it cannot stray beyond the premises. When walking a dog within the Association, on roadways and common areas, the dog must be on a leash. The use of any weapons, including but not limited to, pistols, rifles, carbines, air guns, and b-b guns, sling shots, bows and arrows, and the like, for any purpose whatsoever is expressly prohibited within Association boundaries.

The distance from any structure on any lot to any water's edge shall be a minimum of 25 feet, and is not only governed by our rules, but township rule, and both should be checked.

There are building setback restrictions on all properties. p.14, #3.

Permits will be issued only to members in good standing, and expire after 6 months. p.17, #31-A.

It is the responsibility of the owner(s) to have the property surveyed and pay all costs associated with the survey.

STILLWATER ESTATES PROPERTY OWNERS ASSOCIATION

RULES REGULATIONS AND COVENANTS

For the purpose of this rule book Stillwater Estates Property Owners Association shall hereinafter be referred to as “The Association” or “Association”.

These Rules, Regulations and Covenants have been established by the Board of Directors as minimum requirements intended for the protection and promotion of the environment, the health, safety, and the general welfare of property owners in our Association. Their enforcement must become the personal responsibility of every member of our Association. Please read them carefully and become familiar with them.

Definitions

A member is an owner of property in The Association. A member may be either:

A **member in good standing** defined as a property owner with all assessment, late charges, fines and other account costs paid. A multiple property owner must be paid in full on all properties to be considered in good standing. A member in good standing has the right to:

- ✓ run for the Board of Directors
- ✓ vote in Board elections
- ✓ receive amenity badges, auto and boat stickers
- ✓ attend board, annual, or special meetings
- ✓ use all Association amenities
- ✓ rent their property
- ✓ obtain permits

A **member not in good standing**. If at any time, any one property or properties is (are) classified as delinquent, the result will be the forfeiture of all above rights.

Guest/Visitor: A person other than the member who has been authorized to enter The Association by a member with the intention of visiting or staying at the property owner’s address.

Long-term renter/occupant: A person who is renting or occupying a property in The Association from a member in good standing for a minimum of 30 days.

Short-term renter/occupant: A person who is renting/occupying a property in The Association from a member in good standing for 29 days or less.

Membership identification is nontransferable. Members found falsifying, duplicating, selling/renting, stealing and/or lending Association membership identification such as but not limited to amenity badges, vehicle/stickers, day passes, guest/renter occupant passes, passwords, booth/gate access equipment or contractor passes will be fined. See fine chart.

To meet the requirement of a member in good standing, a person or persons owning property within the boundaries of The Association, the property owner's heirs and assigns, must pay the annual assessment of The Association by the first of July in the year of the assessment. Beginning October 1, 2014, assessments not paid will be subject to a late fee of 15% of the unpaid balance. This 15% does not apply to unpaid assessments owed before 2014. Further, the property owner must pay any additional fines assessed against the property owner by The Association. If the annual assessment is not paid by July 1, and/or other fines or assessments are not paid within 90 days of the date billed, the property owner will be deemed delinquent and not a member in good standing. The Association may seek remedies as described below. A property owner deemed delinquent will forfeit the right to be a member in good standing until all assessments and fines are paid in full. All members within a household, on one deed or separate deeds, must be current in order for all persons in the household to be considered in good standing.

All members shall be responsible for informing their relatives, guests, tenants, visitors, etc., of the Rules, Regulations and Covenants of The Association. all state, county and local laws must be obeyed. Violators will be prosecuted.

It is prohibited conduct for any driver of a motor vehicle to willfully fail or refuse to bring his vehicle to a stop or to otherwise flee or attempt to elude a pursuing security person or vehicle when given a visual or audible signal to bring the vehicle to a stop. Violation of this rule shall be subject to a fine. See fine schedule.

Any person or persons interfering with or preventing authorized security personnel from fulfilling their duties, including patrolling The Association area and enforcing the Rules, Regulations and Covenants of The Association, shall be subject to a fine. See fine schedule. Pocono Mountain Regional Police will be called in for any instance of such interference.

Members in arrears must obtain a daily/guest pass at the booth. Members must present a valid driver's license and vehicle registration to gain access with the vehicle.

FAILURE TO STOP AT THE BOOTH/GATE WILL RESULT IN A FINE. SEE FINE SCHEDULE.

I. ENFORCEMENT OF THE RULES, REGULATIONS AND COVENANTS
Fines, Curfews, Appeals, Complaints

Any fine imposed by the Board or an agent of the Board for a violation of the Rules, Regulations and Covenants shall be considered a special assessment. If not paid within 90 days of a written notification or citation of such assessment, such assessments shall be entered on the appropriate member's account as due and owing to The Association, or may be pursued for collection through a collection agency and/or the appropriate legal system. Members will be responsible for all fines levied against their relatives, guests, tenants, visitors, etc. for violations of Association Rules, Regulations and Covenants.

The Rules, Regulations and Covenants will be enforced by a security guard or other duly appointed agent of the Board. Each offense will result in a fine for noncompliance. Curfew is set on all Association amenities from 10pm to 5am including the community center, lake and beach, tennis courts, boat docks,

basketball courts, maintenance building area, ball field on Laurel Road, and the like. Any exceptions require Board approval. Warnings and fines will be administered by a security guard or other duly appointed agent of the Board. See fine schedule.

Violations may be appealed by appointment for a hearing within 15 days of receiving citation, or 5 days after mailing. This hearing would be held prior to or following a Board meeting, which is made up of a majority of the Board. See fine schedule.

ALL COMPLAINTS MUST GO THROUGH THE MANAGER'S OFFICE AND MUST BE IN THE FORM OF A SIGNED WRITTEN STATEMENT.

II. REGISTRATION

New Member Registration - all new members of the Association must register with the office. A Fine will be issued for properties found to have an unregistered owner. See Fine Schedule.

III. VEHICLE USE AND SAFETY

Decals, Day Passes, Speed Limit, Vehicle Storage, Truck Weight Restrictions, ATVs, Snowmobiles, Golf Carts

1. Valid operating motor vehicle licenses are required when driving on Association roads.
2. Operation of any unregistered and/or unlicensed motor vehicle is prohibited within The Association. See fine schedule
3. All property owners' and renters' motor vehicles must be registered with The Association and display current Association decal.
4. Upon request, property owners must show the current registration for each vehicle on property.
5. Current Association decals and passes must be visibly displayed on all members', guests', and renters' motor vehicles in a place determined by The Association Board.
6. Upon request, an operator of a motor vehicle within The Association without current Association vehicle decal must provide the Security Officer with a valid operating motor vehicle license and vehicle registration.
7. Speed limit on roads in The Association for all motor driven vehicles shall not exceed 25 miles per hour.
8. No driver will operate a vehicle in careless disregard for the safety of persons or property in The Association. No driver will operate a vehicle at a speed that is unsafe for the current road conditions caused by weather or other natural causes. This includes but is not limited to snow, rain, ice, fog or flooded roadways. Careless driving will be fined. See fine schedule.
9. All STOP signs must be obeyed. See fine schedule.
10. Passing of another moving vehicle on any Association roadway is not permitted. See fine schedule.
11. No motor vehicle shall be kept on premises unless currently inspected and licensed for operation on public roads.
12. All vehicles will be operated on Association property at the owner's risk.

13. Cars, trucks or any other motorized vehicle may not be used to pull non-motorized vehicles such as sleds, toboggans, etc.
14. With respect to any truck which exceeds 10,000 pounds GVWR (Gross Vehicle Weight Rating) per vehicle, The Association MUST be advised 72 hours in advance and approval may be given for the projected date and time the specific vehicles will be present in the development, so as to allow access in accordance with the PA Uniform Planned Community Act. No semi/tractor trailers allowed.
13. Truck shall mean every motor vehicle designed, used or maintained primarily for transportation of property. No vehicle in excess of 10,000 pounds GVWR can be parked on an owner's property or any SEPOA property. [Exception: snow removal equipment associated with SEPOA.] Vehicles must be single axle. [Exception: if vehicle is used for personal or recreational use only.] No buses, regular or converted. [Exception: passenger-type vans only.] No road tractors (bobtails), box trucks, cargo trucks, dump trucks. No truck or van with any type of mechanical refrigeration (electric, propane, diesel or gas) units made for use with vehicles. No utility or stake body trucks, etc. carrying fuel oil (new or used), or any highly flammable material or gases on bed of truck. No vehicle of any kind carrying any hazardous or radioactive material or waste. No vehicle carrying refuse of any kind.
14. After dark, every motor vehicle must have working headlights and taillights. Every bicycle must have front and rear reflectors.
15. Helmets must be worn when operating motorcycles and bicycles in accordance with Pennsylvania law.
16. The operation of any and all unregistered motorized vehicles is prohibited within The Association on Association properties including, but not limited to, private Association roads, beach, community center, tennis courts, boat docks, the lake or any other common property.
17. Failure to stop/yield to security personnel with lights activated will result in a fine. See Fine Schedule.

IV. VEHICLE PARKING

Street, Right-of-Way, Driveways, Illegally Parked

1. No on street parking, nor parking in The Association right of way, will be permitted at any time.
2. All motor vehicles parked on the property owner's property must be parked in the driveway of the property. Refer to Section **XIX. OTHER RESTRICTIONS, No. 8**, for restrictions on motor homes and trailers.
3. Wheeled vehicles and/or personal property will not be permitted to remain on Association property overnight.
4. During use of Association facilities, parking is restricted to vehicles with current Association decals or passes.
5. Illegally parked vehicles may be **towed at owner's expense**.

V. MAILBOXES (Cluster Boxes at Entrance)

1. Cluster mailboxes are obtained through The Association office, upon availability, for a **one-time nonrefundable fee**. See fee schedule.
2. The office does not keep duplicates of mailbox keys.
3. Lock replacement must be handled through The Association office for a fee. See fee schedule.
4. Renters are not entitled to the cluster mailboxes.

VI. BADGES AND DECALS

1. New members must register with The Association office and complete a membership information form. Failure to register with the Association Office may result in a Fine.
2. All members, guests, visitors and renters/occupants must have Association amenity badges on their person while using Association amenities including the Community Center, beach, picnic area, basketball court, tennis courts, athletic field, boat dock area and while fishing. Persons without badges will be fined and removed from said facility. See fine schedule.
3. Authorized personnel will, under certain circumstances, request identification to maintain the propriety of the community.
4. Payment of current assessments will entitle the member to badges in accordance with rules covering badges.
5. A minimum of 2 badges will be provided to members in good standing. If more than 2 people reside in the house, one badge will be provided to each household member without cost.
6. Badges for guests such as children, children's spouses, grandchildren, siblings, parents and/or grandparents not residing in household may be obtained for a fee. See fee schedule.
7. Guest badges for relatives/friends may be obtained for a fee. See fee schedule.
8. If member badges are lost, members may obtain new ones for a fee. See fee schedule.
9. All badges will be registered to a property in The Association office.
10. The property owner of an unimproved lot or lots will be issued 2 membership badges per year.
11. All badges, auto and boat stickers are non-transferable to other members and non-members.
12. Current Association vehicle and boat decals must be obtained by members in good standing through The Association office. Current copies of member's state vehicle registrations must be presented to The Association office annually in order to obtain vehicles stickers.
13. Renters, frequent guests and family members may have a current vehicle decal registered for them at The Association office by members in good standing. Said decals will be good for the current year. See fee schedule for the cost per vehicle. The decals will not allow access of visitors or renters to other community amenities. Current badges are required.

VII. HEALTH AND SANITATION

Garbage disposal, trash containers, dumpsters, portable storage containers

1. Each owner/renter must arrange for trash and/or garbage disposal.
2. No household trash or garbage shall be deposited in containers at the beach or boat dock areas or any other public areas. Owner will be subject to a Fine.
3. Household garbage must be placed in leak-proof receptacles with tightly fitting lids and may be placed curbside the night before pick-up. It is the responsibility of the property owner to comply with the container size required by the sanitation company of the property owner's choice. Tightly closed plastic garbage bags may be placed at roadside **NO EARLIER THAN THE MORNING OF PICKUP**. However, any resident using a plastic bag shall be held responsible to pick up any trash strewn about due to ripped bags. If not picked up the evening of the day of collection the homeowner will be subject to a fine. Owners are responsible for trash strewn or falling out of trash cans or garbage trucks.
4. Bulk must be removed from the property within 7 days. Bulk refers to large items such as mattresses, furniture, appliances, or items too large to fit into a standard trash container.
5. Trash receptacles must be removed from roadside no later than one day following pickup and placed within the building line.
6. No lot shall be used or maintained as a dumping ground for rubbish, trees or brush/leaves.
7. The cost incurred by The Association for removal of any trash, garbage, or any other household items improperly disposed of will be billed to the property owner.
8. Roadside trash can enclosures are prohibited. If in existence on November 1, 2003, they are allowed to remain, but must not be replaced. However, residents having problems with animals getting into garbage are encouraged to use a sturdy locking enclosure away from the road, within the building line. Trash can enclosures must be aesthetically maintained.
9. Dumpsters may not be kept at existing homes for longer than 30 days within a 12-month period.
10. Portable storage containers of any kind may not be kept at existing homes for longer than 60 days within a 12-month period. This rule does not pertain to trash can enclosures mentioned in **VI. HEALTH AND SANITATION, #8** above.

VIII. PROPERTY MAINTENANCE

Exterior appearance, Vehicle storage

All members are responsible for maintaining property in a presentable manner.

1. Exterior of all structures and surrounding property shall be kept in good appearance and repair by the owner.
2. Trash containers must be removed from roadside no later than one day following pick-up and placed within the building line.
3. Household garbage must be placed in leak-proof receptacles with tightly fitting lids. It is the responsibility of the property owner to comply with the container size required by the sanitation company of the property owner's choice.

4. A property owner shall not permit vehicles or commercial sized pieces of equipment to be parked or stored on the property owner's property indefinitely. No vehicle shall be parked on an undeveloped lot without the owner's house being adjacent to the undeveloped lot.
5. Dumpsters may not be kept at existing homes for longer than 60 days within a 12-month period. Homeowners must notify The Association office of delivery date of dumpster(s).
6. Portable storage containers of any kind may not be kept at existing homes for longer than 60 days within a 12-month period. This rule does not pertain to trash can enclosures mentioned in **VI. HEALTH AND SANITATION, #8** above.

IX. CONDUCT

Public Order, Decency, Behavior, Noise, Alcohol, Vandalism, Littering

1. Indecent exposure, disturbing the peace or any other unlawful activity will not be tolerated and will be prosecuted to the full extent of the law. See fine schedule. No noxious or offensive activities or noise shall be carried or allowed, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the community.
2. Disturbing the peace shall include, but not be limited to, excessive volume on radios, CD players, or any other audio device, played in a common area, a car, or in a home, barking dogs, honking horns, rowdy behavior, drunkenness, revving engines with loud or no mufflers, foul language, or any of the like which is disturbing to others, shall be prohibited anywhere within The Association. See fine schedule.
3. Persons of any age shall not consume alcoholic beverages of any kind nor other intoxicants on or at any Association road or recreational facility or common area. Only Association sponsored functions are exempt from this rule. See fine schedule.
4. Acts of vandalism and malicious mischief that cause damage to any recreational facility or common area shall subject the offender to the cost of repair, replacement or restoration plus related administrative costs and all lawful charges relating to the collection of such costs, plus any penalty assessed by The Association for the violation following due process.
5. Littering is prohibited within The Association, and will be subject to a fine. See fine schedule.
6. Guidelines, restrictions and fines applying to conduct at Association common areas must be adhered to as stipulated in Section **XVI, GROUP PARTY PERMITS**.

X. RENTING

Registration, Decals & Badges, Infractions, Landlord Responsibility

1. Individual property owners must be members in good standing and must complete an Annual Rental Unit Registration Form and submit a fee of \$125 per year due January 15 of each new year. Forms may be obtained via the

- Association office. Failure to notify The Association one week in advance of the beginning of any rental will result in a fine. See fine schedule.
2. Names, addresses and vehicles of persons renting the premises must be listed on either a Short-Term Renter Registration Form (29 days or less) or a Long-Term Renter Registration Form (30 days or more). Contact the Association office for these forms. Failure to do so will result in a fine.
 3. Vehicle decals will be issued for a fee per vehicle per year. See fee schedule. Proof of registration is required. In addition, current badges are required to access community amenities.
 4. Owners must acquire renter badges from The Association office for any tenant. See fee schedule.
 5. Renters must comply with the Rules, Regulations and Covenants. A copy of the Rules, Regulations and Covenants must be visibly displayed in or upon the premises rented.
 6. Any infraction of the Rules, Regulations and Covenants by the renter will result in the immediate fine to the homeowner for each infraction. See fine schedule.
 7. Any property owner renting a home within The Association through a real estate agency is required to fill out a Designated Agent Authorization Form and is advised to notify the realtors regarding Rules, Regulations and Covenants. This form is available via the Association office.
 8. A renters' administration fee will be charged to the property owner each time the property is rented to a new tenant. See fee schedule.

XI. BEACH, SWIM AND PICNIC AREAS

1. Beach hours will be from 9 am to 9 pm, Any change in the scheduled hours for swimming will be posted at the beach area. Swimming is at your own risk.
2. Identification badges must be worn, or available upon request, of residents, guests and renters when at the beach, boat docks, tennis courts or on the lake. All badges are available at The Association office. Guest badges may be purchased by owners in good standing. See fee schedule.
3. Conduct jeopardizing the safety of others in or upon the water will constitute an infraction of the Rules. Infraction of the Rules, determined by the personnel responsible for such enforcement, will result in denial of privileges for the remainder of that day.
4. No child, 7 years of age or under, is permitted in the water without supervision of an adult in the water with the child.
5. Children, 12 years of age and under, must be accompanied by an adult responsible for their conduct and safety.
6. Swimming will be at the risk of the individual participant.
7. Food / drink of any kind is must be disposed of properly.
8. Beach/park users must clean up their own debris and trash and place it in the containers provided for such material before leaving the beach area.
9. Lifeguard chairs are to be used by on-duty lifeguards only.
10. No pets shall be permitted on the beach and/or picnic area.
11. Association personnel on duty within the community may not take special responsibility for anyone's private property or children.

12. No bicycles, scooters, skateboards, inline skates or roller skates may be used on Association boat docks, decks, tennis courts or stairways.
13. Proper conduct is required as stipulated in Section VIII. **CONDUCT.**

XII. TENNIS COURTS

1. Court time may be reserved on the day of play by signing up at the tennis courts on the forms provided at the court site. A reservation may not be necessary if courts are not occupied.
2. Association badges must be worn at all times.
3. Observe proper tennis conduct.
4. Play no more than one hour if others are waiting to use the courts.
5. Only tennis, badminton or pickleball may be played on the courts.
6. Keep courts clean at all times. Any and all debris must be picked up and deposited in containers provided.
7. Children under the age of 12 must be accompanied by an adult.
8. No bicycles, scooters, skateboards, inline skates, roller skates or the like may be used on tennis courts.
9. No pets permitted on tennis courts.

XIII. BOATING AND BOAT DOCK AREAS

Decals, Mooring, Registration

1. Current boat decals must be obtained through The Association office and displayed on all members' boats.
2. Only boats owned by Association members in good standing and displaying current Association decals may be launched on The Association portion of Stillwater Lake.
3. Any boat not currently registered with The Association will be auctioned following proper notification to membership.
4. Tie-up space is provided at the boat docks and may be used on a 'first come, first served' basis, upon availability.
5. Members must secure boats on tie-up rails provided, or boat docks or spit at boat dock area. No boats will be permitted to be stored or dropped anywhere else at boat dock area. Owners of boats being dropped or stored in unspecified area will be fined and boats will be removed at the owner's expense.
6. Sailboats may be stored on the jetty at the boat dock area or on any available boat rails.
7. Sailboats are not permitted along the beach. They may dock on the jetty outward from the rope separating the swim area during the summer season.
8. Gasoline boat motors are prohibited on Stillwater Lake.
9. Any motorized watercraft must be registered and licensed through the State as a motorboat. Traditional "watercraft" are commercially produced rowboats, canoes, sailboats, kayaks and paddleboats. Exceptions to these traditional watercraft must be presented to the Board for approval of their use.
10. Jet skis, airboats, snowmobiles and amphibious vehicles are not permitted on Stillwater Lake.
11. No remote control or drone boats (gas or battery powered) exceeding 1 foot in length are allowed.

12. Floating docks other than The Association swim dock shall not be permitted on Stillwater Lake. No individual shall secure or permanently affix a dock/raft, of any kind to Association property.
13. Boaters must adhere to all PA boating laws. All persons fishing must adhere to PA Fishing Law.
14. No bicycles, scooters, skateboards, inline skates or roller skates may be used on Association boat docks, community center decks or stairways.
15. Proper conduct is required as stipulated in Section VIII. **CONDUCT**.
16. Curfew applies from 10pm - 5am whether launching from community or private property.

XIV. FISHING

Badges, State licenses, Catch & Release

1. All fishermen must have valid current Association badges, as well as current State licenses.
2. Rules governing fishing in State streams and lakes will apply to Stillwater Lake. It is required that ALL fish caught in Stillwater Lake be carefully released and returned to the lake.

XV. HUNTING

List of weapons prohibited

1. No hunting will be permitted within The Association.
2. Members and/or guests badges, as well as current State licenses must be worn by fishermen.
3. The use of any weapons, including but not limited to pistols, rifles, carbines, air guns, and b-b guns, sling shots, bows and arrows, and the like, for any purpose whatsoever is expressly prohibited within The Association. There will be a fine. See fine schedule.

XVI. GUARD BOOTH/GATE POLICY

Auto ID Decals, Day passes, Visitors

1. Identification: Association auto I.D. decals are to be placed on the member's motor vehicle in a place determined by The Association Board. Vehicles displaying a decal in proper fashion will be allowed through the entrance by the security personnel on duty. **FAILURE TO STOP AND WAIT TO BE CLEARLY WAVED INTO COMMUNITY OR ILLEGAL PASSING AT THE BOOTH/GATE WILL RESULT IN A FINE. SEE FINE SCHEDULE.**
2. Day passes: All guests without decals will be stopped and issued a day pass. The guard on duty will record the following information:
 - a.) License Plate State and Number
 - b.) Make and Model of Vehicle
 - c.) Drivers Identity
 - d.) Destination and name of community member being visited.These day passes will be displayed on the inside dashboard of the front passenger side of the vehicle.

Residents are urged to alert the guard booth of expected visitors when able. This will facilitate having day passes already filled out and waiting for visitors.

Members are to register only visitors that are going to be a guest at their residence. Members are not permitted to register visitors to allow them access to another member's property. This will be considered fraudulent use of a guest pass. See fine schedule.

Any member not in good standing shall not be permitted to be a guest of another member for use of the amenities and common areas. See fine schedule.

XVII. GROUP PARTY PERMITS

Members only, one per year, fee, deposit, Liability Waiver, Cleanup, Violations and Fines, Insurance Rider

A group party is defined as a planned gathering of members, or members and non-members for an event, other than an Association sponsored event, at a facility owned by The Association, excluding the interior of the Community Center. No more than one group party permit will be issued to any Association household per calendar year. Member must be in good standing to obtain permit. Permits will not be issued to outside organizations via the sponsorship of an Association member.

1. A group party permit is required for any such gathering.
2. Wrist bands must be purchased for every participant.
3. The total number of participants is a maximum of 40.
4. Group party permits will be issued to members in good standing and will be subject to the following guidelines and requirements:
 - A. A deposit (see fee schedule) shall be paid to The Association office to be held for the purpose of insuring cleanup and repairs to damage as outlined in **5 H.** below. A non-refundable fee is required to use the exterior of the Community Center deck, picnic area or beach for a private group party. See fee schedule. If the repairs are more than the deposit the Association will bill the permit holder for the balance.
 - B. The member must sign a liability waiver and present a homeowner's insurance certificate to The Association office with the limit of at least \$1 million.
 - C. Alcohol or beer consumption during the event is strictly prohibited. See fine schedule.
 - D. Live musical entertainment or DJ's with music is prohibited; volume of radios, CD players, and other audio equipment already limited by rule must not disturb others. See fine schedule.
 - E. In the summer outside bathrooms will be locked for the night at 9 pm sharp by a security officer. **NO EXCEPTIONS.** The outside bathrooms are winterized in the colder months.
 - F. Group party permits must be applied for 2 weeks prior to requested date.
 - G. No more than one group party permit will be issued for any given date.

- H. The member to whom the group party permit was issued shall be responsible for cleanup of beach, picnic area, pavilion area, parking lots, or other common areas used.
 - I. Violations of the above policies are subject to forfeiture of the deposit.
 - J. Registrant is responsible / liable for damages to association property.
- K. Failure to obtain a group party permit, if required, is subject to a fine. See fine schedule. The above guidelines, restrictions and fines applying to conduct at The Association common areas must be adhered to at any time whether or not a permit was required or issued. The above does not apply to Association Board sponsored and run events.

XVIII. SITE PLAN CODE AND RESTRICTIONS

INTRODUCTION

Since the primary purpose of the Site Plan Code of The Association is to assist in the establishment and promotion of a planned unit residential development designed for healthful and harmonious living and to promote, assist and encourage the collective interest of all owners in the development as are more specifically set forth herein, it must be understood by all applicants/members that neither the Site Inspector (if any), his staff, the Site Plan Committee, The Association, its officers and directors, nor any person acting on behalf of any of them shall be responsible in any way for any defects in plans or specifications or other material submitted to the Committee, nor for any defects in any work done or inspection undertaken. Further, the owner and owner's agent shall indemnify, hold harmless, protect, exonerate and defend the Site Inspector, his staff, the Committee, The Association, the Board of Directors and Officers, the management of The Association, and any person acting on behalf of any of them from and against any and all costs, claims or liabilities arising out of actions taken or decisions made while performing the duties of their respective positions in good faith and with that diligence, care and skill which ordinarily prudent persons would exercise under similar circumstances.

SITE INSPECTOR

The Association may from time to time use the services of a Site Inspector who shall act for the sole benefit of The Association and not the lot owner/member in determining whether construction or improvements are in compliance with:

- 1) plans, applications, drawings or amendments; and
- 2) Rules, Regulations and Covenants of The Association.

The activities of the Site Inspector are for the sole and exclusive benefit of The Association and are not to be relied upon by the lot owner/member or any other third party nor alleviate said persons from independent verification and compliance with the aforesaid.

SITE PLAN CODE AND RESTRICTIONS

Permits/Fees, Survey, Setbacks, Easements, Truck weight limit, Vegetation clearing /replanting, Inspections, PERC test, Septic & Well, Shed size, Fence, Wall, Deck or Auxiliary Buildings, Exceptions, Temporary structures, Docks, Pools, Hot Tubs, Fill on undeveloped lots, Violations

1. A. No primary dwelling, garage, auxiliary building, addition, deck, fence, wall or other structure, well or septic system shall be started, constructed or erected upon the premises, without first obtaining Township Zoning, Building and Sewage Permits when required and the written approval of The Association as to the location, elevation, plan and design. Replacement of any of the above will require permission from The Association prior to removal. Plans must be submitted in duplicate to The Association office for approval or disapproval by the Site Plan Committee. Plans must include dimensions of lot, section and lot number, location of buildings with respect to lot lines, location of well and septic, and such other information as The Association may from time to time require. The Site Plan Committee shall approve or disapprove the proposed construction within 15 days after the plans have been submitted and one set of plans will be returned to the property owner. Upon approval, work must begin within 6 months of issuance of The Association permit.
 - B. Permits will be issued to members in good standing.
2. All lot boundaries must be surveyed by a qualified surveyor and clearly defined by surveyor's stakes or existing pins before any building plans are approved. It is the responsibility of the owner(s) to have the property surveyed and pay all costs associated with the survey.
3. A lot having a width less than 80 feet may not be used as a site for a dwelling. All buildings and structures shall be situated on any lot so that the distance between the structure and the front lot line shall equal a minimum of 40 feet; the distance between the structure and the rear property line shall equal a minimum of 25 feet; the distance between the structure and any interior lot line shall equal a minimum of 15 feet; the distance between the structure and any side street line shall equal a minimum of 20 feet. The front of the lot is the part which faces the street according to the Stillwater map plotting. The distance from any structure on any lot to any water's edge shall be a minimum of 25 feet, and is not only governed by our rules, but township rules, and both should be checked.
4. The front and rear 5 feet of each lot shall be reserved for easements for the installation and maintenance of utilities and drainage facilities.
5. Improved properties may be used for residential purposes only. Only ONE detached single-family dwelling shall be permitted on a lot, not to exceed 35 feet in height measured from mean ground level to peak, ONE private garage for no more than TWO cars, ONE accessory building or tool shed, ONE gazebo, and ONE exterior coal bin.
6. The minimum size of a new home shall be not less than 1200 square feet on the first level of living area, exclusive of garage, porch, or deck.
7. Permit fees to be paid to SEPOA: See fee schedule.
 - A. per house
 - B. per addition or garage
 - C. per deck, shed, or auxiliary building
 - D. per fence

- E. If the Association needs to hire a site inspector for any site planning issue/inquiries, the property owner will pay the inspector their current rate. See fee schedule. The owner/builder will be billed for the amount billed by the inspector.
 - F. Permit fees will be doubled for failure to obtain the permit prior to the work commencing or being completed.
8. The Board reserves the right to change the fees at any time. A current fee schedule is available in The Association office.
 9. Contractors must register with The Association office.
 10. Contractors shall be required to provide an enclosed portable toilet facility within the boundaries of the site under construction prior to the commencement of construction activities for use by the workers on site.
 11. Daily hours of construction shall be from 8am until 7pm. There will be no outside commercial construction utilizing loud tools or equipment at new home sites on Sundays.
 12. No work is to be started by the contractor or owner until all plans have been approved and a permit issued. The owner or contractor will inform the Site Plan Committee of commencement and completion dates of all work.
 13. No excavation shall be made on any lot except for the purpose of building thereon, and then only at the time when building operations are to commence. No sand or earth shall be removed from the premises except as part of such excavation. Excavation or construction of any water pond to house or breed fish or any other animate or inanimate objects is strictly prohibited on any property within The Association.
 14. With respect to any truck which exceeds 10,000 pounds GVWR (Gross Vehicle Weight Rating) per vehicle, The Association MUST be advised 72 hours in advance and approval may be given for the projected date and time the specific vehicles will be present in the development, so as to allow access in accordance with the PA Uniform Planned Community Act
 15. Construction equipment may not be parked or stored on residential property beyond duration of work on said property.
 16. No lot shall be cleared of brush, trees or anything else of inflammable nature without having first obtained the approval of the Board in writing.
 17. Any contractor building a new home in The Association shall be required to plant 6 trees on the lot within the protected natural boundaries, which are located within 5 feet of the side property lines and 10 feet of the rear property line, or to the front of the property behind the right of way, once finished grade has been achieved. The 6 trees must be planted **before final inspection** by the Site Plan Committee. The minimum size of each tree to be planted, when measured four feet from the ground or top of the root ball, shall be 5 inches in circumference. The trees must live a minimum of one year from the time of planting or must be replaced by the property owner.
 18. No more than 60% of the natural vegetation may be cleared for building purposes. Natural boundaries must be retained on side and rear property lines; a minimum of 5 feet on the side lines and a minimum of 10 feet on the rear line. In case of a violation, vegetation must be replaced.
 19. Work must be started within 6 months from the date of the permit. The exterior of a home must be completed within 6 months from the date construction commences. All exteriors must be finished with siding material and/or paint.

Basic building materials may not be used for completed exteriors. Non-compliance will mean the re-issuance of a site plan permit with all appropriate fees to be paid again.

20. Contractors must conform to good building practices as specified by Building Officials Code Administration (BOCA) or recognized National Building Code Authority, also including plumbing, heating and electrical code practices. The above includes approval of all local, County and State requirements. It is the responsibility of each individual property owner to obtain any and all other Municipal, County, State and/or Federal permits that may be required.
21. Inspections
 - A. *New Homes*
 - 1) After lot has been clearly marked with surveyor's stakes (pins), plot plan will be compared with site for setbacks by a member of the Site Plan Committee.
 - 2) Second inspection will be made after foundation stakes have been installed and trees have been marked.
 - 3) Third inspection will be conducted during foundation installation PRIOR to pouring of foundation. AN ADDITIONAL FINE WILL BE ISSUED TO ANY BUILDER WHO FAILS TO SCHEDULE THE REQUIRED FORMS INSPECTION **AT LEAST 24 HOURS BEFORE** POURING A FOUNDATION. THE FINE MUST BE PAID BEFORE ANY CONSTRUCTION CAN CONTINUE.
 - 4) Final inspection will be made upon completion of construction in compliance with Association Site Plan Code and Restrictions as defined in XVII, as well as Township Building Code.
 - 5) It is the responsibility of the property owner or contractor to notify The Association office of the dates appropriate for these inspections.
 - B. *Other Structures*
 - 1) First inspection will be upon receipt of plot plan. Note: Boundary markers must be clearly visible.
 - 2) Second inspection will be upon commencement of foundation.
22. The approval of new home structures shall be of the conventional or custom-built type. Factory built modular home types will be acceptable. The mobile type home (single or double wide) will not be acceptable or approved.
23. Property owners must NOTIFY The Association office prior to having a probe or PERC test conducted on their property. It is the responsibility of the property owner to have probe or PERC holes backfilled within 7 working days or 168 hours of completion of test.
24. Measures must be taken to prevent erosion of bare soil within 1 year of completion of a new home.
25. Building contractor or owner shall be responsible for obtaining a permit from the proper Township authorities for installation or replacement of a septic system in accordance with the provisions of the Penna. Sewage Facilities Act of Jan. 24, 1968, PL 1535, Chapter 4, Art. 423, as amended. This permit and the appropriate Township building permit shall be presented with the plans of the proposed building for approval by the Site Plan Committee.

26. Sand mounds must be aesthetically covered with vegetation; the street side of the mounds in the front of the lot shall be concealed with vegetation, meaning shrubs or evergreen trees.
27. The water supply and the septic systems shall be located to conform to present ground area conditions and adjacent homes and must conform to State and local regulations. The septic system shall be located in the rear of the property and the well shall be located in the front of the property. For any exception to this, reasons must be submitted in writing to the Site Plan Committee for approval. Lake and/or stream front property septic systems must be located on the road side rather than the water side of the property.
28. Finished grade shall conform to accepted engineering practices. Care should be used to avoid water retaining depressions.
29. Driveways must have a 15" minimum diameter PVC pipe installed between The Association road and newly constructed driveway to provide for proper drainage, unless deemed unnecessary by both the Road and Site Plan Committees.
30. The maximum size of an auxiliary building or tool shed shall not exceed 144 square feet or 12 feet in height. The maximum size of an exterior coal bin shall not exceed 160 cubic feet or 9 feet in height, size to be measured by outside dimensions of all walls. Rooflines shall not extend beyond any wall more than 2 feet. The maximum size of a gazebo shall not exceed 200 square feet and 12 feet in height.
31. Fence, Wall, Deck or Auxiliary Building:
A fence, wall, deck, shed, or auxiliary building may be added to an improved lot after a permit is granted by the office and the fee is paid per fence or wall or the fee is paid per deck, shed, or auxiliary building, when the property owner follows these guidelines:
 - A. Permits will be issued to members in good standing. Permits will expire in 6 months. If the subject of the permit is not completed within that time frame, a new permit will be required and a new fee, whichever applies must be paid.
 - B. Fences or walls may be constructed of wood or stone and no higher than 4 feet. A chain link fence of no more than 4 feet in height may be placed in the rear of the property. A chain link fence may be constructed with links only, with no inserts obstructing visibility. No chain link fence swimming pool, hot tub and the like, may be placed on the lake or stream side of a property without approval from the Board. Fence or wall must be on owner's side of property line.
 - C. A deck may be constructed after a review by the Site Plan Committee to make sure it meets proper set-back rules.
 - D. An auxiliary building must conform to The Association Rules, Regulations and Covenants. It may be erected only after a review by the Site Plan Committee.
 - E. When a property owner wishes to replace a fence, wall, deck, or auxiliary building, a check by the Site Plan Committee must be completed BEFORE REMOVAL of the existing structure.
 - F. Municipal permits may be required. Municipal permits are the responsibility of the homeowner.
32. Exceptions to the Site Plan Code and Restrictions must be submitted in writing to the Board of Directors for approval.
33. When an exception to the Site Plan Code and Restrictions is requested in writing to the Board, a notice must be posted on the property in full view, at least 2 weeks prior to the Board meeting.

34. Property owners have a right to appeal to the Board of Directors on any decision made by the Site Plan Committee. The Site Plan Committee, for approval purposes, may consist of the entire Committee, or the Chairman and one Committee member.
35. The property owner shall be responsible for any damage to Association owned property, roads, or adjoining properties caused by use of construction equipment in conjunction with work being performed on the property. The Association has the right to limit the use of roads by construction equipment during exceptional weather conditions (e.g., early thaw) and/or road repairs and paving.
36. No dock shall be permitted on any undeveloped lot unless adjacent to a lot developed by the same homeowner.
37. A. No structure of a temporary character, or trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time for a residence, either temporary or permanent.
B. No tent, shack, or structure of a temporary character shall be used at any time on any lot for storage with the following exception:
 - ◆Permission may be granted by application to management to erect a temporary structure on an improved lot for a period of no longer than 90 days.
38. Pools, hot tubs, and the like are acceptable, but they will be considered structures. Mandatory fencing around such structures must adhere to all building code requirements set by the Township, State and the Site Plan Code and Restrictions of The Association. Township Zoning and Building permits are required prior to issuance of Association Permit.
39. No lot shall be used or maintained as a dumping ground for rubbish, trees, brush/leaves. Trash, garbage, or other waste shall be kept in sanitary containers.
40. Positively no burning of any kind on the premises.
41. In the case of disaster (fire, storm, etc.) to a house or any other building on the property, cleanup should be started within 60 days. If additional time is required, permission for an extension of time must be granted by the Site Plan Committee. Failure to request permission will subject the owner to penalties.
42. It is the responsibility of the property owner to obtain the permit from the proper authority before placing any fill on an undeveloped lot. After obtaining such a permit, the homeowner must then NOTIFY the Association office before placing fill on the undeveloped lot.
43. Deed and sales contract provisions and restrictions must be followed.
44. Every property owner within the boundaries of The Association agrees that the property owner, his heirs and assigns, shall be subject to the payment of annual assessments in compliance with the By-Laws, Rules, Regulations and Covenants.
45. The restrictions herein provided shall apply to the properties herein conveyed and The Association reserves the right to modify or change said restrictions as to its remaining lands or such lands as it may thereafter acquire.
46. All members of The Association in good standing, their heirs and assigns, will be granted the right and privilege of boating, bathing, fishing, ice skating and other recreational facilities that are available within the boundaries of The Association, provided that said privileges shall not be engaged in for any commercial purposes whatsoever. Use of amenities is at your own risk.
47. Violators of the Site Plan Code and Restrictions shall be notified in person or by mail. Each day of violation shall constitute a separate offense punishable by a fine authorized by the Board.

48. The following constitute violations of The Association Site Plan Code and Restrictions which are subject to fines:
- A. This includes, but is not limited to, complete cleanup and removal of all construction debris.
 - B. Commencing any building activity prior to securing a permit from The Association, i.e., probe and/or perc, cutting of any vegetation, excavation, or other normal building activity.
 - B. Excessive cutting of vegetation as defined in **No. 16** and **No. 18** of the Site Plan Code and Restrictions
 - C. Leaving debris on roads overnight.
 - D. Not backfilling probe holes within 7 days of excavation as required in **No. 23** of the Site Plan Code and Restrictions
 - E. Parking construction equipment on Association property overnight.
 - F. On-site burning of any type.
 - G. Violating the daily hours of construction from **8am to 7pm**.
49. CONTRACTORS AND PROPERTY OWNERS ARE RESPONSIBLE FOR ALL WORK BEING DONE ON NEW DWELLINGS, ADDITIONS, WELL DRILLING, NEW OR REPLACEMENT SEPTIC SYSTEMS, OR ANY SITUATION INVOLVING COMMERCIAL CONSTRUCTION EQUIPMENT AT THE DISCRETION OF THE SITE PLAN COMMITTEE. FINES, AS DETERMINED BY THE SITE PLAN COMMITTEE, WILL BE INSTITUTED FOR ANY DIFFICULTIES ARISING FROM THESE SITUATIONS, WHICH ARE ALSO SUBJECT TO IMMEDIATE CORRECTION. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLETE CLEANUP AND REMOVAL OF ALL CONSTRUCTION DEBRIS. THE SITE PLAN COMMITTEE WILL ALSO DETERMINE IF ANY DAMAGE HAS BEEN DONE TO ANY PROPERTY OWNED BY THE ASSOCIATION. ALL PROVISIONS OF THE SITE PLAN CODE AND RESTRICTIONS OF THE ASSOCIATION MUST BE MET IN THEIR ENTIRETY.

XIX. SITE PLAN CODE AND RESTRICTIONS FINE STRUCTURE

- 1. A. No warnings
- B. Daily fines will be imposed if violation continues.
- 2. A FINE OF AN ADDITIONAL AMOUNT WILL BE ISSUED TO ANY BUILDER WHO FAILS TO SCHEDULE THE REQUIRED FORMS INSPECTION **AT LEAST 24 HOURS BEFORE** POURING A FOUNDATION. THE FINE MUST BE PAID BEFORE ANY CONSTRUCTION CAN CONTINUE. See fine schedule.
- 3. Refer to current fee & fine schedule on file in The Association office.

XX. OTHER RESTRICTIONS

Property ID, Advertising Signs, Open fires, Fireworks, Campers, Mobile homes, Camping, Exterior Lighting, Satellite dishes, Individual snowplowing, Dog confinement, Feeding of wildlife, & waterfowl, Removal & replacement of trees & vegetation, House garage sales/auctions, Resale certificates, Wind turbines, Solar panels, Water ponds

- 1. All homes must be properly identified in accordance with Monroe County, local township, and Association regulations. The Association will inform the individual members where they may purchase the designated signage, posts and hardware in order to be in compliance with the mandated regulations.

Members are required to contact The Association office for information regarding this. This is a requirement of local government, which will be enforced by them, and must be complied with by all homeowners. Address markers at road are to consist of signs in compliance with the local regulations. The Association will not be responsible for damaged or stolen posts or signs.

2. No signs for advertising purposes shall be erected or maintained.
3. Outdoor furnaces or boilers are prohibited within The Association with the exception of pool/spa heaters.
4. No open fires of any description are allowed at any time.
5. Fireworks are prohibited within the boundaries of The Association. See fine schedule.
6. All motor vehicles parked on the property owner's property must be parked in the driveway of the property.
7. A property owner shall not permit vehicles to be parked or stored on the property owner's property indefinitely.
8. A. Owners' motor homes or recreational vehicles, such as travel trailers or campers, are permitted to be parked on an improved property to the side or at the rear of their house within the property setbacks as defined in Section **XVII, SITE PLAN CODE AND RESTRICTIONS, No. 3**. Such units shall not be used as living quarters, or rented to others as such.
B. Mobile homes may not be placed on any property.
9. No person shall be permitted to use any Association property for camping or overnight sleeping in tents, sleeping bags, vehicles, etc.
10. With respect to any truck which exceeds 10,000 pounds GVWR (Gross Vehicle Weight Rating) per vehicle, The Association MUST be advised 72 hours in advance and approval may be given for the projected date and time the specific vehicles will be present in the development, so as to allow access in accordance with the PA Uniform Planned Community Act
11. A property owner must notify The Association office when a hired contractor is going to bring heavy equipment on Association roads.
12. Exterior mercury or sodium vapor lamps shall be prohibited on residential property. Mercury or sodium vapor lamps existing prior to Dec 1, 2000 may remain.
13. Satellite dishes must be attached to the property owner's house or must conform with setbacks according to Association Covenants.
14. Snowplowing of individual driveways is the responsibility of individual property owner. Snow must not be pushed into roadways or other property.
15. Dogs, cats or other household pets may be kept on the owner's property, provided that they are not kept, bred, or maintained for any commercial purpose. No other animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot.
16. When a dog is on owner's property, the following PA State Law must be adhered to: It shall be unlawful for the owner or keeper of any dog to fail to keep at all times such dog either:
 - 1) Confined within the premises of the owner;
 - 2) Firmly secured by means of a collar and chain or other device so that it cannot stray beyond the premises on which it is secured; or

- 3) Dogs must not be left unattended while unleashed for any amount of time outside any residence if not confined to property.
 - B. When walking a dog on Association roads, the dog must be on a leash.
 - C. At all other times, the dog must be under the control of the owner or person responsible for its conduct.
 - D. Owners and those responsible for the control of the dog must pick up after their dogs.
- 17. It has been determined that an overabundance of waterfowl can pollute our lake. Therefore, feeding geese or other waterfowl is prohibited and subject to a fine.
- 18. The intentional feeding of deer, bears or any other wild mammals is prohibited and subject to a fine.
- 19. If a property owner wishes to cut vegetation on an improved or unimproved lot, other than normal maintenance (i.e., grass cutting, shrub trimming, or tree pruning), said owner must first submit a letter to the Board in writing except when there is a threat to real property at which time approval may be given by the tree committee. A fine may be charged for each tree, bush, or vegetation improperly removed! See fine schedule.
 - A. A fail-safe option for approval of removal of trees by a property owner may be completed under the review by the Tree Committee by the following procedure:
 - ◆ Upon notifying the Board, and a completion of a review by the Tree Committee, a property owner may remove a tree that is not a threat to real property, providing the property owner replaces each tree removed from his property with a new tree to be planted anywhere on his property within 30 days. If approval to remove a tree is given during the winter months of November through March, a property owner must replant no later than May 15.
 - B. It will be the responsibility of the property owner to replace ANY live tree removed from his property, whether a threat to real property, or not, if the tree being removed has a circumference of 5 inches or more when measured 4 feet from the ground. Such replacement is to be completed in 30 days, except when approval is given during the winter months, as is explained in **19 A** above.
 - C. The newly replaced tree (s) when measured 4 feet from the top of the root ball shall have a minimum circumference of 5 inches.
 - D. All replaced trees must survive a minimum of 12 months, or must be replaced as specified above.
 - E. Trees less than 5 inches in circumference, when measured 4 feet from the ground, may be removed by the property owner after review by the Tree Committee without a requirement for replacement.
 - F. The number of trees removed is restricted by covenant. It is the responsibility of the property owner not to cut plants protected by law.
- 20. Garage sales are limited to one per calendar year per family or when moving. Signs announcing garage sales can be displayed only at the location of the owner's property and must be removed within 24 hours of the sale.
- 21. Real estate open house/auctions may be held only in the event of an estate liquidation or sale of a house. Member/designate must notify The Association office of the date and time of the auction/real estate open house and obtain a

- permit for same. A fee/deposit is required of which part is refundable upon determination that no infractions have taken place. See fee schedule. Parking and traffic control rules must be maintained and are the responsibility of the property owner.
22. Prior to the sale of a property, the property owner may be required by the PA Uniform Planned Community Act to obtain a certificate of resale. The property owner must call The Association office to request a resale certificate and to schedule a pick-up of the said certificate. See fee schedule.
 23. Entrance bulletin board is for Association use only. Use of indoor office bulletin board must be approved by the Manager.
 24. No commercial solicitation of any kind will be permitted within the boundaries of The Association.
 25. Power generating wind turbines, windmills, or the like, are expressly prohibited within The Association.
 26. Residential solar panels may only be placed on the roof of the dwelling by permit obtained through the Association.
 27. Excavation or construction of any water pond to house or breed fish or any other animate or inanimate objects is strictly prohibited on any property within The Association.
 28. Unauthorized use of emergency access roads to enter or exit The Association by any motorized vehicle or non-motorized vehicle is prohibited. See fine schedule.

XXI. COVENANTS

Dwelling size, Lot line restrictions, Easements, Temporary structures, Breeding of animals, Clearing of brush, Assessment compliance

This conveyance is made under and subject to the following covenants, conditions and restrictions, which shall run with the land, viz:

1. The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the premises hereby conveyed other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than two cars.
2. No dwelling shall be erected or placed on any building site having a width of less than 80 feet. No building shall be located on any lot nearer than 40 feet from the front lot line, or nearer than 20 feet to any side street line, or nearer than 15 feet to an interior lot line.
3. Easements for installation and maintenance of utilities and drainage facilities are reserved over the front and rear 5 feet of each lot.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No signs for advertising purposes shall be erected or maintained on the premises hereby conveyed.
5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not bred or maintained for any commercial purpose.
6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.

7. No individual water supply system shall be permitted on any lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State or local public health authorities.
8. No individual sewage disposal system shall be permitted on any lot or building site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State or local public health authorities.
9. No building or structure shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing of Stillwater Lake Estates, Inc., as to location, elevation, plan and design. Stillwater Lake Estates, Inc., shall approve or disapprove the said location, elevation, plan and design within 15 days after the same have been submitted.
10. No excavation shall be made on the premises hereby conveyed except for the purpose of building thereon and then only at the time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without written consent of Stillwater Lake Estates, Inc.
11. No lot shall be cleared of brush, trees, or anything else of an inflammable nature except after having first obtained the approval of the Stillwater Lake Estates, Inc., in writing, such approval to specify the time and manner in which such clearing shall be made.
12. An Association of lot owners of Stillwater Lake Estates, Inc., is to be formed and designated by such name as may be deemed proper and, when formed, the owner of the premises hereby conveyed, covenants and agrees that he, his heirs and assigns, shall be subject to the payment of annual dues and assessments, in compliance with the By-laws, Rules and Regulations promulgated by said Association.
13. That portion of the lands of Stillwater Lake Estates, Inc., shown on its various maps as streets are not dedicated to public use and title thereto shall remain in Stillwater Lake Estates, Inc. subject to the right to convey the same to the aforesaid Association, and subject also to the right of the parties of the second part hereto, and those claiming under them, to use said streets for ingress and egress to and from public roads. If and when said streets are dedicated for public use, such dedication shall be made subject to the right of Stillwater Lake Estates, Inc. to maintain or grant the right to install and maintain water mains, sewer pipes, street drains, gas mains, telephone and electric lines, fixtures for street lighting within the lines of such streets or roadways.
14. The restrictions herein provided shall apply only to the premises herein conveyed and Stillwater Lake Estates, Inc. reserves the right to modify or change said restrictions as to its remaining lands or such lands as it may hereafter acquire.

The party of the first part gives and grants to the parties of the second part, their heirs and assigns, the right and privilege of boating, bathing, fishing and ice skating in that portion of Stillwater Lake owned by Stillwater Lake Estates, Inc., provided that the said privileges shall not be engaged in for any commercial purpose whatsoever.

XXII. SEPOA FINES

The Association Rules, Regulations and Covenants are enforced with a fine structure that has a minimum fine of \$25. The Board reserves the right to change or alter fines or fees at any time.

1. Amenity curfew violation	\$100	
2. Careless driving	\$250	
3. Conduct violations	\$200	
4. Consuming alcoholic beverages at Association amenities	\$200	
5. Failure to correct property maintenance violation	\$250	+\$10/day
6. Failure to display or produce amenity badge	\$50	
7. Failure to obtain site plan permit or correct site plan violation	\$250	+ \$25/day
8. Failure to register renters/Rental Unit	\$200/\$400	
9. Failure to Register Members	\$50	
10. Failure to stop at STOP sign	\$50	
11. Failure to register with Security at booth		\$200
12. Disregard of booth officer/gate run (officer safety)		\$500
13. Giving amenity badge(s) to member not in good standing to use amenity	\$50	
14. Hunting and use of any weapon or firearm	\$500	
15. Improper removal of tree, shrub or vegetation (unpermitted)	\$200	
16. Interfering with Security personnel	\$500	
17. Littering or dumping on Association property	\$300	
18. Improper Disposal of Trash/Household Items	\$200	
19. Noise disturbance	\$200	
20. Passing a moving vehicle	\$250	
21. Reckless driving (20mph over speed limit)	\$500	
22. Renter infraction fine to property owner	\$200	each occurrence
23. Speeding	\$100	
24. Unauthorized use of passes, badges or stickers	\$250	
25. Unauthorized use of emergency access entrance/exit	\$250	
26. Use of ATV, snowmobile or similar vehicle	\$250	
27. Burning – Open Fire	\$250	Second + offense \$500
28. Use of fireworks	\$500	
29. Use of unlicensed, unregistered, uninsured vehicles	\$100	
30. Vandalism to community property (minimum)	\$300	plus repair cost
31. Failure to obtain required group party permit	\$250	
32. Consumption of alcoholic beverages at private member group party	\$200	
33. Live music performance or other noise disturbance at private member group party	\$200	
34. Unleashed dog	\$50	\$25 additional per occurrence

XXIII. SEPOA FEES

The Association Rules, Regulations and Covenants are enforced with a fine structure that has a minimum fine of \$25. The Board reserves the right to change or alter fines or fees at any time.

Renter administration fee payable by property owner	\$75		with each new tenant
Rental Unit Registration	\$125		Annual
Cluster mailbox	\$75		one time-non refundable
Mailbox lock replacement	\$25		each occurrence
Auction/real estate open house	\$500		\$450 refundable
Group party permit deposit	\$400		
Group party permit fee	\$125		Non-Refundable
Group party wrist bands	\$5 each		
Guest badges (each)	\$5		\$10 to replace
Renter badges (each)	\$5		\$10 to replace
Renter auto/boat stickers (each)	\$10		\$10 to replace
Resale certificate by seller	\$250	\$300 (under 10 business days)	
Transfer fee paid by buyer	\$400 Lot	\$800 House	
Site plan - house	\$500	\$1000	Permit fees increase if permits are not obtained prior to construction
Site plan - addition or garage	\$250	\$500	Permit fees increase if permits are not obtained prior to construction
Site plan - deck, shed, auxiliary building, septic, dock, swimming pool or jacuzzi	\$50	\$100	Permit fees increase if permits are not obtained prior to construction
Site plan - fence	\$25	\$50	Permit fees increase if permits are not obtained prior to construction
Site plan - driveway	\$25	\$50	Permit fees increase if permits are not obtained prior to construction
Site plan professional inspector (if needed)	Current rate		