PART ONE

RESOLUTION NO. 2026-[___]

OF THE BOARD OF DIRECTORS OF PAUPACKAN LAKE ASSOCIATION, INC.

Adopting Article X (Rental of Lots) of the Rules and Regulations and Revised Citation Codes and Fines

WHEREAS, Paupackan Lake Association, Inc. (the "Association") is a Pennsylvania nonprofit corporation incorporated on March 2, 1961, and is the property owners' association for the lots within Paupackan Lake Estates (the "Community") made subject to the Covenant recorded in the Office of the Recorder of Deeds of Wayne County, Pennsylvania, at Deed Book 408, Page 531 (the "Covenant"); and

WHEREAS, Section 5302(a)(1) of the Uniform Planned Community Act, 68 Pa.C.S. § 5101 et seq. (the "Act"), made applicable to this community by Section 5102(b), empowers the Association to adopt and amend rules and regulations, and Section 5302(a)(6), likewise applicable, empowers the Association to regulate the use of its common facilities; and

WHEREAS, Paragraph 15(a) of the Covenant grants to the grantee, and to no other person, the privilege of boating, bathing, fishing and ice skating in and on the waterways and the privilege of using the boat basins shown on the filed maps of Paupackan Lake, and provides that none of those privileges shall be engaged in for any commercial purpose whatsoever; and

WHEREAS, Paragraph 1 of the Covenant limits each lot to one private family dwelling for residential purposes only; Paragraph 4 prohibits any sewerage system within one hundred (100) feet of the lake; Paragraph 5 requires that sewerage and wastewater of any source be discharged through a Jet Individual Home Plant Tank or similar sewerage tank system under permit from the local public health authorities; Paragraph 7 grants each grantee a right of ingress, egress and regress over the roads; Paragraph 9 prohibits signs of any type on the premises; Paragraph 12 requires garbage, trash and rubbish to be kept in sanitary containers and promptly removed; Paragraph 13 prohibits any tent, trailer, mobile home or temporary structure from being placed or used on any lot; Paragraph 14 prohibits the firing of guns; Paragraph 20 limits the use of the central water system to one dwelling; and Paragraph 11 makes each grantee a voting member of the Association who agrees to comply with its By-Laws, charges and dues; and

WHEREAS, Article III, Paragraph 4.0 of the By-Laws provides that the Board applies the Rules and Regulations it has enacted, together with the rights and covenants in the members' deeds, to govern the use and enjoyment of the members' real estate and the Association's lands and waters; and

WHEREAS, Article III, Paragraph 8.0 of the By-Laws requires the Board to provide a schedule of fines and penalties for violations of the Covenant, the By-Laws and the Rules and Regulations, to enact effective procedures for collection, and to keep a current schedule available in the office and posted on the Association's website; and

the Board, on the record before it, makes the following findings:

(a) Every dwelling in the community is served by an on-lot sewage disposal system, the capacity of which is fixed by the number of bedrooms for which the system was permitted, and occupancy in excess of that design capacity threatens system failure and discharge toward the lake.;

(b) The lake, beach, swim area, docks, boat launch and boat basins are of limited physical capacity, the privileges of their use are granted by the Covenant to lot owners, and unrestricted use by persons who are not owners has produced (overcrowding, safety incidents, damage and complaints)

(c) The Association's roads are narrow, are not designed for on-street parking, and must remain passable for emergency and maintenance vehicles, particularly in hazardous weather;

(d) Emergencies, noise and conduct complaints arising at occupied dwellings require a responsible person who can be reached at all hours and who can be physically present within a reasonable time;

(e) The Association incurs actual administrative cost in receiving and recording rental registrations and occupancy notices and issuing parking passes, documented in the written cost calculation attached to the minutes of this meeting [$_____ per annual registration; $_____ per occupancy notice]; and

(f) A published schedule of fines, imposed only after written notice and an opportunity to be heard, is necessary for consistent and lawful enforcement.

WHEREAS, the proposed Article X and Revised Citation Codes and Fines were circulated to the membership on [_____], 2026, not less than thirty (30) days before this meeting; written comments were invited; and the comments received were reviewed and considered by the Board; and

WHEREAS, the Board does not by this Resolution prohibit rentals, limit the number or duration of rentals, or characterize the rental of a dwelling as a commercial use, but regulates the effects of occupancy on the common facilities, the lake, the sewage systems, the roads and neighboring owners;

WHEREAS, the time and place of this meeting were communicated in advance to the membership as required by Article III, Paragraph 5.0 of the By-Laws; a quorum of Directors in good standing is present under Article X, Paragraph 1.0; and the Board acts at this meeting under Robert's Rules of Order as provided in Article X, Paragraph 5.0, and not by electronic action between meetings;

PART TWO

ARTICLE X

RENTAL OF LOTS

10.1 Purpose and Scope.

This Article regulates the effects of occupancy on the Association's common facilities, the lake, the on-lot sewage systems, the roads and neighboring owners. It does not prohibit the rental of any lot or dwelling and does not limit the number or duration of rentals. Sections 10.6, 10.7 and 10.10 apply to every dwelling and every occupant, whether the dwelling is occupied by its Owner, the Owner's family, Guests or Rental Occupants. The remaining Sections apply to Rentals.

10.2 Definitions.

As used in this Article and in the Citation Codes and Fines:

(a) "Owner" means each record owner of a lot. Where a lot has more than one Owner, all Owners are jointly responsible under this Article.

(b) "Immediate Family" means the Owner's spouse or domestic partner, parents, grandparents, children, grandchildren and siblings, and the spouses of each.

(c) "Rental" means the occupancy of a dwelling or lot, in whole or in part, by any person other than the Owner or the Owner's Immediate Family, in exchange for money, services or other consideration, whether paid to the Owner, to an agent or through an online booking platform.

(d) "Short-Term Rental" means a Rental for a term of fewer than thirty (30) consecutive nights.

(e) "Long-Term Rental" means a Rental for a term of thirty (30) or more consecutive nights under a written lease.

(f) "Guest" means a person who visits or occupies a dwelling at the invitation of the Owner or the Owner's Immediate Family without paying consideration. A Guest is not a Rental Occupant.

(g) "Rental Occupant" means every person, adult or minor, who occupies or visits a dwelling during a Rental, including any invitee of a Rental Occupant.

(h) "Renter in Charge" means the adult Rental Occupant who signed the lease or rental agreement or made the booking.

(i) "Responsible Party" means the Owner, or the individual agent or managing agency designated by the Owner under Section 10.5.

(j) "Restricted Common Facilities" means the lake, the beach and swim areas, all docks, the boat launch and the boat basins shown on the filed maps of Paupackan Lake, the lake ice when used for skating, [the pavilion, playground and courts,] and every other recreational facility owned or controlled by the Association. The term does not include the Association's roads.

(k) "Community" means Paupackan Lake Estates, and "Covenant" means the Paupackan Lake Association Covenant recorded in Wayne County at Deed Book 408, Page 531, as it appears in the chain of title of each lot.

10.3 Annual Rental Registration.

(a) Before a lot is offered for Rental, and thereafter each year on or before [January 31], the Owner shall file with the Association office an Annual Rental Registration on **Form A.**

(b) The Registration shall state the Owner's name, mailing address, telephone number and email address; the 911 address and tax parcel number of the lot; whether the lot will be offered as a Short-Term Rental, a Long-Term Rental or both; the number of bedrooms for which the sewage disposal system was permitted; the number of off-street parking spaces on the lot; the name and contact information of the Responsible Party; and each online platform on which the dwelling is listed, with the listing identifier. Where the lot is owned by a limited liability company, corporation or trust, the Registration shall identify the single authorized representative designated in writing and filed with the Secretary under Article II of the By-Laws.

(b.1) The Owner shall certify that the lot contains one private family dwelling only, as required by Paragraph 1 of the Covenant, that no garage, accessory building or portion of the dwelling is offered or occupied as a separate dwelling unit, and that the dwelling is served by the central water system for one dwelling only, as provided in Paragraph 20 of the Covenant.

(c) Proof of governmental compliance. The Owner shall attach a copy of each registration, permit, license, inspection or certificate required for the Rental of the dwelling by the Township in which the lot is located and by the County of Wayne, and, where applicable, the Owner's Pennsylvania hotel occupancy tax license and any Wayne County hotel room rental tax registration. Where no such requirement applies, the Owner shall so certify on Form A. The Association accepts these documents and certifications as submitted. It does not undertake to verify them, and acceptance of a Registration is not a representation by the Association to any person that the dwelling complies with any law.

(d) The Owner shall attach the sewage disposal permit required by Paragraph 5 of the Covenant, or a letter of the Sewage Enforcement Officer, establishing the number of bedrooms for which the system was designed, together with the most recent septic

inspection or pumping report required by Article [___] of these Rules. If no permit or letter is available, the Association may rely on the number of bedrooms shown in the Wayne County assessment records.

(e) The Owner shall attach a certificate of liability insurance, or the declarations page of the Owner's policy, showing coverage that does not exclude the rental use of the dwelling.

(f) The Owner shall sign the Owner's Acknowledgment contained in Form A.

(g) The Owner shall file an updated Registration within ten (10) days after any change in the information it contains.

(h) The Annual Rental Registration shall be accompanied by the registration charge provided in Section 10.4(f).

10.4 Rental Occupancy Notice.

(a) Before each Short-Term Rental, and before the commencement of each Long-Term Rental or renewal term, the Owner or Responsible Party shall file a Rental Occupancy Notice on Form B not later than twenty-four (24) hours before the occupancy begins. Where a booking is accepted less than twenty-four (24) hours before arrival, the Notice shall be filed before the occupancy begins. Notices may be filed by email to office@plamail.net [or through the Association's online form].

(b) The Notice shall state the arrival and departure dates; the name and mobile telephone number of the Renter in Charge; the number of adult and minor Rental Occupants and the names of the adult Rental Occupants; and, for each vehicle to be brought into the community, its make, model, color, state and license plate number.

(c) Lease or rental agreement. The Notice shall be accompanied by a copy of the lease or rental agreement, or, for a Short-Term Rental booked through an online platform, the booking confirmation. The Owner may redact rent and other financial terms and personal identifiers other than names and dates. In lieu of a copy, the Owner may file a Certification of Rental on Form B identifying the parties, the term and the number of occupants, and certifying that the lease or rental agreement incorporates Form C.

(d) Identification. The Owner or Responsible Party shall confirm the identity of the Renter in Charge by inspecting a current government-issued photo identification and shall so certify on Form B. Copies of identification documents shall not be submitted to the Association.

(e) Screening. Any screening of prospective Rental Occupants is the sole responsibility of the Owner. The Association does not screen Rental Occupants and does not obtain consumer reports. By filing Form B, the Owner certifies that any screening performed was conducted in compliance with the federal Fair Housing Act, the Pennsylvania Human Relations Act and the Fair Credit Reporting Act.

(f) Processing charges. Each Annual Rental Registration and each Rental Occupancy Notice shall be accompanied by a processing charge in the amount fixed annually by the Board as a line item in the Association's budget. Each charge shall not exceed the Association's documented administrative cost of receiving and recording the filing and issuing parking passes, and is allocated under 68 Pa.C.S. § 5314(c)(2) to the lots for which the filings are made. The initial charges are $[_____] for each Annual Rental Registration and $[_____] for each Rental Occupancy Notice. These charges are cost recovery and not penalties. Because Article V, Paragraph 2.0 of the By-Laws requires that assessments be approved by majority vote of the members present and in good standing, no processing charge shall be collected until the charges have been approved by the membership. Until then, Registrations and Notices shall be filed without charge.

10.5 Responsible Party and Twenty-Four-Hour Contact.

(a) The Owner shall designate a Responsible Party who, during every Rental, is reachable by telephone at all hours and is able to be physically present at the dwelling within sixty (60) minutes after a request by the Association, emergency services or the Township.

(b) The name and telephone number of the Responsible Party shall be posted inside the dwelling near the main entrance.

(c) The failure of the Responsible Party to respond, or to be present within sixty (60) minutes when requested, is a violation of this Section by the Owner.

10.6 Maximum Overnight Occupancy (All Dwellings).

(a) The maximum overnight occupancy of every dwelling, whether occupied by its Owner, the Owner's family, Guests or Rental Occupants, is two (2) persons per bedroom, the number of bedrooms being the number for which the dwelling's sewage disposal system was permitted, and not the number of rooms used for sleeping. Children under [two (2)] years of age are not counted.

(b) Where the Township or any permit issued for the dwelling imposes a lower limit, the lower limit applies.

(c) No tent, trailer, camper, recreational vehicle, mobile home or temporary structure of any kind shall be placed or used for sleeping or occupancy on any lot, as provided in Paragraph 13 of the Covenant, and no such structure may be used to accommodate persons in excess of the limit in subsection (a).

(d) No garage, accessory building or portion of a dwelling shall be occupied as a separate dwelling unit. Paragraph 1 of the Covenant permits one private family dwelling on each lot, and Paragraph 20 limits the use of the central water system to one dwelling.

10.7 Vehicles and Parking (All Dwellings).

(a) Every vehicle of an occupant or visitor shall be parked on the driveway or off-street parking area of the lot being visited. No vehicle shall be parked on any Association road or right-of-way, on any common area, or on any other lot without its Owner's permission.

(b) During a Rental, the number of vehicles at the lot shall not exceed the number of off-street parking spaces stated in the Annual Rental Registration.

(c) During a Rental, each vehicle of a Rental Occupant shall be identified in the Rental Occupancy Notice and shall display the rental parking pass issued by the Association for the term of the Rental.

(d) Trailers, campers, recreational vehicles and watercraft on trailers remain subject to Paragraph 13 of the Covenant and Article [___] of these Rules. Unlicensed motor vehicles shall not be kept on any lot, as provided in Paragraph 12 of the Covenant.

10.8 Restricted Common Facilities.

(a) Paragraph 15(a) of the Covenant grants the privileges of boating, bathing, fishing and ice skating in and on the waterways, and of using the boat basins, to the grantee alone, and provides that none of those privileges shall be engaged in for any commercial purpose whatsoever. The Rental of a dwelling is a residential use, and nothing in this Section provides otherwise. The lake privileges, however, are personal to the Owner and may not be furnished to any person as part of the consideration for a Rental. Rental Occupants shall therefore not use the Restricted Common Facilities during a Rental.

(b) Without limiting subsection (a), Rental Occupants shall not launch, operate or moor any watercraft on the lake, including watercraft owned by the Owner or kept at the Owner's dock, and shall not fish, swim or ice skate in or on the lake, including from the shoreline of the Owner's lot. Nothing in this Section alters the prohibition in Paragraph 15(a) of the Covenant on boats powered by internal combustion engines, which applies to all persons.

(c) The Owner shall not lend, transfer or permit a Rental Occupant to use any Association member identification, button, sticker, key or pass. Unauthorized use is also subject to Citation Code A-08.

(d) The Owner shall not advertise, list or describe any Rental as including access to or use of the lake, beach, docks, boating, fishing or any other Restricted Common Facility. A listing may accurately state that the dwelling is located in a lake community.

(e) Consistent with the right of ingress, egress and regress granted by Paragraph 7 of the Covenant, nothing in this Section limits the use of the Association's roads by Rental Occupants for access to and from the lot, or by emergency and service vehicles.

(f) A request for a reasonable accommodation under the federal Fair Housing Act or the Pennsylvania Human Relations Act shall be submitted in writing to the Board, shall be considered promptly, and shall not be unreasonably denied.

10.9 Owner's Responsibility.

(a) The Owner is responsible for compliance by every Rental Occupant with the Covenant, the By-Laws and these Rules and Regulations. A violation committed by a Rental Occupant is a violation by the Owner.

(b) Fines for violations committed by Rental Occupants are assessed against the Owner and the lot. The cost of repairing damage to any common facility caused by a Rental Occupant is assessed exclusively against the Owner's lot under 68 Pa.C.S. § 5314(c)(4). Unpaid fines, charges and assessments are a lien against the lot under 68 Pa.C.S. § 5315 and may be collected together with costs and, to the extent permitted by law and the governing documents, reasonable attorney fees. Litigation to collect or enforce requires the approval of a majority of the Board under Article XI, Paragraph 7.0 of the By-Laws.

(c) Before each Rental begins, the Owner shall furnish the Renter in Charge with a copy of this Article and the Association's conduct rules, post them inside the dwelling, and include Form C in, or attach it to, every lease and rental agreement.

(d) The Association may also enforce the Rules directly against any Rental Occupant, including by directing a Rental Occupant to leave a Restricted Common Facility, by reporting trespass or disorderly conduct to law enforcement, and by seeking injunctive relief.

(e) The Association is not a party to any lease or rental agreement and assumes no obligation to any Owner or Rental Occupant by reason of any filing under this Article.

10.10 Conduct Rules of General Application.

The following apply to all occupants and visitors of every dwelling, including Owners, Guests and Rental Occupants:

(a) Quiet hours are [10:00 p.m.] to [7:00 a.m.]. Amplified sound and noise audible at the boundary of a neighboring lot during quiet hours are prohibited (Citation Code G-08).

(b) Household trash shall be kept in closed containers and placed at the road only on collection day, and containers shall be removed from the road the same day (Citation Codes E-05 and E-06).

(c) Open burning is governed by Article II of these Rules (Citation Code E-03).

(d) Only commonly accepted domestic pets may be kept or brought onto any lot, as provided in Paragraph 8 of the Covenant, and pets are further governed by Article [___] of these Rules (Citation Codes P-01 through P-04).

(e) No sign of any type, including any rental, vacancy, booking, property management or advertising sign, shall be erected or maintained on any lot, as provided in Paragraph 9 of the Covenant (Citation Code A-10). The interior posting required by Section 10.5(b) is not a sign for this purpose.

(f) The firing of guns of any kind is prohibited, as provided in Paragraph 14 of the Covenant (Citation Code G-11).

(g) Garbage, trash and rubbish shall be kept in sanitary containers at all times and promptly removed, as provided in Paragraph 12 of the Covenant.

10.11 Confidentiality of Rental Records.

Filings under this Article shall be kept by the Secretary, as keeper of the corporate records under Article IV, Paragraph 3.0 of the By-Laws, in the Association office and used only for the administration and enforcement of the governing documents and for emergency response. Member inspection of Association records under 68 Pa.C.S. § 5316 is subject to the Association's records and confidentiality policy, and the personal contact information of Rental Occupants shall be withheld or redacted to the extent permitted by law.

10.12 Enforcement Procedure for All Fines.

This Section governs the imposition of every fine listed in the Citation Codes and Fines, whether or not the violation involves a Rental.

(a) Notice of Violation. A fine may be imposed only after a written Notice of Violation is delivered to the Owner by first-class mail to the Owner's last known address and by email to the address on file. The Notice shall identify the rule and citation code; state the date and a description of the facts; state the fine that may be imposed; state any cure period; and state the Owner's right to a hearing, the deadline to request it, and that no payment is required before the hearing.

(b) Cure period. For a continuing violation that can be corrected, including a failure to file, register, provide a document or remove a condition, the Owner shall have ten (10) days after the Notice to cure, and no fine shall be imposed if the violation is cured within that period, except for a second or subsequent violation of the same code within twelve (12) months. A violation that is complete when committed, such as excess occupancy on a given night or the use of a Restricted Common Facility, is not subject to a cure period, but the right to a hearing applies in full.

(c) Hearing. The Owner may request a hearing within fifteen (15) days after the Notice by a signed writing hand delivered, mailed or emailed to the Association office, Attention: Secretary. The hearing under this Section is the opportunity to be heard required by 68 Pa.C.S. § 5302(a)(11) before any fine is imposed. It is separate from a grievance petition under Article III, Paragraph 7.0 of the By-Laws and is available to every Owner who

receives a Notice of Violation, whether or not the Owner is then in good standing. The hearing shall be held before the Grievance Committee within thirty (30) days after the request. The Owner may present documents and witnesses and may be accompanied by counsel. Payment of the fine is not a condition of the hearing.

(d) Written decision. The Grievance Committee shall issue a written decision within ten (10) days after the hearing.

(e) Appeal. The Owner may appeal the decision in writing to the Board within fifteen (15) days after it issues. The Board shall decide the appeal in writing, and its decision is final.

(f) When a fine is due. No fine is due or effective until thirty (30) days after the final written decision or, if no hearing is requested, thirty (30) days after the deadline to request a hearing has passed. An amount under bona fide dispute shall not be treated as delinquent before it is due under this subsection.

(g) Second and continuing offenses. A second offense is a violation of the same citation code at the same lot within twelve (12) months after a prior violation has been finally determined. Third and subsequent offenses are fined at the second-offense rate. Where the schedule provides a daily or monthly fine, the fine accrues only after the cure period has expired and the violation has been finally determined, and it continues until the violation is cured.

(h) Other remedies. These remedies are in addition to the Association's lien under 68 Pa.C.S. § 5315, its actions at law and in equity, and, after notice and an opportunity to be heard, the suspension of voting rights, service on the Board or committees, and access to common facilities under 68 Pa.C.S. § 5302(a)(11)(ii), for the period during which the violation remains uncured or assessments remain delinquent.

10.13 Effective Date.

This Article takes effect on the Effective Date stated in the Board's Resolution of adoption, subject to the transition provision of that Resolution and to the membership approval of processing charges required by Section 10.4(f). It shall be kept available in the Association office and posted on the Association's website, as provided in Article III, Paragraph 8.0 and Article X, Paragraph 4.0 of the By-Laws. The failure of the Association to enforce any provision promptly is not a waiver of the right to do so thereafter, as provided in Paragraph 16 of the Covenant.

PART FOUR

PAUPACKAN LAKE ASSOCIATION, INC.

REVISED CITATION CODES AND FINES

Adopted by Resolution No. 2026-[___], effective [_____], 2026

Code	Violation	First Offense	Second and Subsequent
Traffic			
T-01	Stop signs	$25.00	$50.00
T-02	Careless/distracted driving	$100.00	$200.00
T-03	Reckless driving	$100.00	$200.00
T-04	Speeding	$100.00	$200.00
T-05	Failure to yield to emergency vehicle	$200.00	$400.00
T-06	Endangering safety of working crews	$200.00	$400.00
T-07	Operating unregistered vehicle	$100.00	$200.00
T-08	Improper passing	$200.00	$400.00
T-09	Passing school bus	$200.00	$400.00
T-10	Parking on any roadway	$50.00	$100.00
T-11	Obstructing road during hazardous weather	$100.00	$200.00
T-12	Parked in a handicapped space without a permit	$50.00	$100.00
T-13	Parked in crosswalk or walkway	$50.00	$100.00
T-14	Failure to display a safety flag (recreational vehicles)	$25.00	$50.00
T-15	Failure to wear a helmet (ATV)	$50.00	$100.00
General Order			
G-01	Disorderly conduct	$125.00	$250.00
G-02	Public intoxication	$125.00	$250.00
G-03	Harassment	$175.00	$350.00
G-04	Loitering	$50.00	$100.00
G-05	Failure to comply	$100.00	$200.00
G-06	Trespassing	$175.00	$350.00
G-07	Destruction of community property	$500.00	$1,000.00
G-08	Excessive noise (including quiet hours, Rules § 10.10(a))	$50.00	$100.00

Code	Violation	First Offense	Second and Subsequent
G-09	NEW. Exceeding maximum overnight occupancy, any dwelling (Rules § 10.6) (per night)	$250.00	$500.00
G-10	NEW. Tent, trailer, camper, mobile home or temporary structure placed or used for occupancy (Covenant ¶ 13; Rules § 10.6(c)) (per night)	$100.00	$200.00
G-11	NEW. Firing of guns of any kind (Covenant ¶ 14)	$250.00	$500.00
Pet			
P-01	Failure to keep pet leashed	$25.00	$50.00
P-02	Failure to keep pet under control	$50.00	$100.00
P-03	Failure to clean up pet excrement	$25.00	$50.00
P-04	Failure to keep pet off beach or play area	$25.00	$50.00
Fish and Boat			
B-01	Unregistered watercraft	$100.00	$200.00
B-02	Watercraft anchored at PLA dock or within swim area	$50.00	$100.00
B-03	Watercraft in swim area	$50.00	$100.00
B-04	Oversized watercraft (over 20 feet)	$100.00	$200.00
B-05	Operating watercraft with gas motor attached	$100.00	$200.00
B-06	Failure to use running lights after dusk	$50.00	$100.00
B-07	Failure to comply with PLA fish and creel limits	$50.00	$100.00
Environmental			
E-01	Untidy/unsightly lot (1)	$100.00	$200.00
E-02	Unregistered/disabled vehicle	$100.00	$200.00
E-03	Improper burning	$50.00	$100.00
E-04	Noxious fumes	$100.00	$200.00
E-05	Littering	$200.00	$400.00
E-06	Failure to remove waste containers from road	$25.00	$50.00
E-07	Illicit dumping	$250.00	$500.00
E-08	Feeding wild animals	$100.00	$200.00
E-09	Failure to have septic inspected or pumped (waived if resolved within 30 days from issue of citation). A second offense is recognized when the septic system has not been inspected or pumped 60 days after the first citation.	$500.00	$500.00

Code	Violation	First Offense	Second and Subsequent
Rentals (Rules Article X) — REVISED IN ITS ENTIRETY			
R-01	Failure to file Annual Rental Registration before offering or conducting a Rental (§ 10.3)	$250.00	$500.00
R-02	Failure to file Rental Occupancy Notice before occupancy (§ 10.4(a)-(b)), each Rental	$100.00	$250.00
R-03	Failure to provide lease, rental agreement, booking confirmation or Certification of Rental after cure period (§ 10.4(c))	$100.00	$200.00
R-04	Failure to provide proof of Township or Wayne County compliance, or certification, after cure period (§ 10.3(c))	$250.00	$500.00
R-05	Failure to designate Responsible Party, or failure of Responsible Party to respond or appear within 60 minutes (§ 10.5)	$100.00	$250.00
R-06	Use of Restricted Common Facilities by Rental Occupant, including watercraft, swimming or fishing (§ 10.8(a)-(b)), per occurrence	$150.00	$300.00
R-07	Advertising a Rental as including lake, beach, dock, boating or amenity access (§ 10.8(d))	$100.00	$200.00
R-08	Rental Occupant vehicle not identified, not displaying pass, or exceeding registered spaces (§ 10.7(b)-(c))	$50.00	$100.00
R-09	Failure to furnish or post Rules, or to include Form C in lease or rental agreement (§ 10.9(c))	$50.00	$100.00
R-10	Failure to update Registration within 10 days of a change (§ 10.3(g))	$25.00	$50.00
Administrative			
A-01	Expired PLA member ID	$25.00	$50.00
A-02	Failure to display PLA ID	$25.00	$50.00
A-03	Any violation included in the Rules and Regulations not otherwise listed	$50.00	$100.00
A-04	No 911 number posted	$50.00	$100.00
A-05	Failure to obtain a PLA building/dock permit (per day)	$100.00	$200.00
A-06	Failure to obtain a PLA tree permit (per tree)	$100.00	$200.00
A-07	Failure to complete a census form	$100.00	$200.00

Code	Violation	First Offense	Second and Subsequent
A-08	Unauthorized use of PLA member ID, button, sticker or pass, including by a Rental Occupant	$200.00	$400.00
A-09	Any violation included in the Covenant not otherwise listed	$200.00	$400.00
A-10	NEW. Sign of any type erected or maintained on a lot, including rental or management signs (Covenant ¶ 9; Rules § 10.10(e))	$50.00	$100.00
A-11	NEW. Separate dwelling unit offered or occupied on a lot (Covenant ¶¶ 1, 20; Rules § 10.6(d))	$250.00	$500.00

Notes to Schedule

(1) E-01: Daily fine for every lot that remains untidy or unsightly after a thirty (30) day grace period following the Notice of Violation.

(2) No fine on this schedule is due or effective until the Owner has received written notice and an opportunity to be heard under Rules Section 10.12. Payment is not a condition of a hearing.

(3) A second offense is a violation of the same code at the same lot within twelve (12) months after a prior violation of that code has been finally determined. Third and subsequent offenses are fined at the second-offense rate.

(4) Violations committed by Guests and Rental Occupants are charged to the Owner of the lot. Unpaid fines are a lien against the lot under 68 Pa.C.S. § 5315.

(5) Deleted codes: former R-01 (Conducting short-term rental), former R-03 (Unregistered long-term rental, per month) and former R-04 (Renting while not in good standing, per month). Former R-02 (Failure to register long-term rental) is replaced by new R-01, which applies to all Rentals.

(6) Authority: Article III, Paragraph 8.0 of the By-Laws; 68 Pa.C.S. § 5302(a)(11); Paragraph 11 of the Covenant.

(7) This schedule shall be kept available in the Association office and posted on the Association's website, as required by Article III, Paragraph 8.0 of the By-Laws.