

DEER LAKE IMPROVEMENT ASSOCIATION RULES & REGULATIONS

As Amended and Restated through April 1, 2024

Pursuant to the Bylaws of the Deer Lake Improvement Association (“Association”), the Association’s Board of Directors is empowered to promulgate and enforce rules and regulations related to the development, maintenance and improvement of the Deer Lake community, and its park areas, roads and other property interests, and for the protection of the peaceful enjoyment, health, safety, and security of the Association’s members, their families and guests.

The following is a restatement of such rules and regulations, which apply to all members, their families and guests (including those members whose membership privileges have been suspended), effective as noted above. (Any action to be taken or approval granted by “the Association” herein, may be done by the Board of Directors, the Association President, or any other Association officer to whom the Board or President has delegated such area of responsibility; provided, any Board member may request a review by the full Board of any such action or approval.):

A. GENERAL

1. **General Conduct.** Members should conduct themselves in such a way that allows for the protection of the peaceful enjoyment of the Deer Lake community, and the health, safety and security of themselves and all other members and their families and guests.
2. **Compliance With Other Governmental Rules and Regulations.** In addition to complying with the Deer Lake Covenants, Bylaws and these rules and regulations, members of the Deer Lake community are required to abide by all existing rules and regulations of the governmental subdivisions of which Deer Lake is a part (including but not limited to, dog laws, zoning regulations, maintenance of property, sanitary disposal regulations, traffic rules, alcohol consumption or possession, etc.).
3. **Private Community/No Trespassing/Confidentiality.** Deer Lake is a private community and legal action will be pursued against trespassers. Members are permitted to invite their family and guests (along with contractors and delivery personnel) onto their Deer Lake property and to use Association property, roadways and facilities, but may not invite the general public onto any part of the Deer Lake community. All information relating to the Association (including emails sent to members and materials available on the Association’s website) is intended for the sole use of the Association’s members and should be considered confidential and privileged; any unauthorized review, use, disclosure or distribution thereof is prohibited.
4. **Security.** Part-time security is provided by the Association to help remind members of and to enforce these rules and regulations, and not as a first responder.

Dial 911 for emergencies and other safety issues.

**For other matters contact Association security: Phone: (724) 208-2468
Email: DLIAsc2021@gmail.com**

5. **Dam.** For safety reasons, in no event shall any member, or their family or guests walk on the front or rear portions of the dam, or swim, boat or fish in areas adjacent to the dam. Access in the dam area is restricted to use of the walking path and the covered bridge only. In no event shall the Association have any liability for any loss or injury to persons or property caused by violation of this rule.

6. **Membership Status.** As provided in the Bylaws, each owner of one or more lots in the Deer Lake community automatically becomes a member of the Association. A new member must provide relevant information to the Association at the time they become an owner; a form for this purpose is available on the Association's website. In the event the ownership of any lot is in shared, multiple or non-individual names, such form will specify the sole individual who is to be treated as the member of the Association for the purpose of voting at Association meetings, etc. In the event of changes in any contact or other membership information, a member should advise the Association as soon as possible; the Association may also request that existing members provide updated information from time to time.

7. **Liability of Members.** Failure to comply with the Deer Lake Covenants, Bylaws and these rules and regulations by any member and/or their family or guests can result in citations to the respective member that carry various fines (see the Financial Matters section below) and/or suspension of the member's membership privileges. Members shall also be responsible for any damage to Association property resulting from any such violations or other conduct by the member, their family or guests.

8. **Guest Passes.** Daily passes are required for guests that enter onto or otherwise utilize any Deer Lake property at the invitation of a member, if not accompanied and actively supervised by that member; blank passes can be obtained from Association security personnel. Larger groups of guests (five or more) must be accompanied and actively supervised by the inviting member at all times. Guests must comply with all of these rules and regulations; failure to do so may result in ejection from any or all Deer Lake property and/or may result in liability to the inviting member.

9. **Vehicle Identification.** All motorized vehicles must be identified with an annual Association sticker in the windshield area. Vehicle stickers can be obtained from Association security personnel.

10. **Firearms.** The discharge of firearms on Association property is strictly prohibited, except as specifically authorized by the Board or Association security personnel with respect to control of geese or other vermin. No hunting of any kind is permitted in the Deer Lake community.

11. **Dogs/Other Pets.** All dogs and other pets must be leashed at all times and under the control of the responsible member when off of the member's Deer Lake property, and members

are required to take steps to prevent their dogs and pets from leaving their property unattended. As an exception, unleashed dogs may enter the Lake from the second beach on the east side for the purpose of swimming, so long as they stay away from the primary beach and swimming area. Members are required to pick up after their dogs/pets at all times.

12. **Signs/Use of Bulletin Boards.** Advertisements, and political or other signs may not be posted by any member anywhere in the Deer Lake community, except for “For Sale” signs and temporary notices required to be posted in connection with construction activities. Information posted on Association bulletin boards is limited to Association-approved notices and other information for members.

13. **Noise.** Members, their families and guests shall respect the peace and quiet of all neighbors and the residential quality of our Deer Lake community. All gatherings on Association property shall cease no later than 11:00 PM. Any loud noise associated with gatherings on private Deer Lake property which interferes with the reasonable enjoyment or use of nearby residential properties (including, but not limited to, noise from recordings, loudspeakers or public address systems), shall cease between the hours of 11:00 PM and 7:00 AM, Monday through Friday, and between 11:00 PM and 8:00 AM on Saturday, Sunday and holidays.

14. **Association-Owned Lot Sale Procedures.** In the event the Association determines it is appropriate to sell any non-common real property owned by the Association itself, the procedures set forth in Appendix IV hereto will apply.

15. **Absentee Ballot Voting Procedures (for Bylaw amendments only).** In the event any amendment to the Association’s Bylaws is proposed for a vote by the Board or via a motion duly-approved at any members’ meeting, the procedures set forth in Appendix V hereto will apply.

16. **Contact Information.** Questions regarding these rules and regulations may be directed to, or other information regarding the Association reviewed, via the following:

Mail: PO Box 112, Chalk Hill, PA 15421

Email: deerlake15421@gmail.com

Website: www.deerlake.org

B. FINANCIAL MATTERS

1. **Financial Obligations.** Members are expected to pay their financial obligations when due. Delinquent accounts will be handled in accordance with the Bylaws, Article III, Section 3(b), which actions may include the indefinite suspension of the delinquent member’s membership privileges.

2. **Annual Assessment.** This assessment is used for the annual operating costs of the Association. It is billed within the first quarter of the Association’s fiscal year (beginning each

October 1st) on or before November 1st and is due no later than November 30th. Delinquent balances begin to accrue interest on the following January 1st. The current amount of the Annual Assessment is set forth on Appendix I hereto; Appendix I may be updated by the Board from time to time, separately from these rules and regulations.

3. **Lake Project Special Assessment.** This special assessment was required to restore the dam and deepen the Lake. Members had the option to pay this assessment in full or in quarterly installments over ten years beginning October 1, 2015 through September 30, 2025. The quarterly billing dates are October 1st; January 1st; April 1st; and July 1st. Payments are due thirty days after billing and delinquent balances begin to accrue interest thirty days after the due date. See Appendix I for the amounts payable.

4. **Debt Retirement Special Assessment.** This special assessment was required to pay for debt that was incurred to cover additional costs of the Lake restoration. Members had the option to pay this assessment in full or in quarterly installments over three years beginning October 1, 2022 through September 30, 2025. The relevant payment dates are the same as the Lake Project Special Assessment; see Appendix I for the amounts payable.

5. **Future Applicability of Special Assessments.** Any new home built in Deer Lake (on a lot where no home existed before) will be subject to both the Lake Project Special Assessment and the Debt Retirement Special Assessment. A total of \$15,400 will be assessed to the member at the time the new home is substantially completed or occupied.

6. **Fines.** Citations issued by the Board of Directors for violations of the Association's Covenants, Bylaws, and/or any rules and regulations adopted by the Board, as committed by the member and/or any of their family or guests carry a fine. The current amounts of such fines specified in the Bylaws are also set forth on Appendix I hereto.

7. **Fees.** Uniform fees are imposed on activities related to a specific member. Fees are due thirty days after billing and delinquent balances begin to accrue interest thirty days after the due date. The following uniform fees are currently authorized; the current amounts of such fees are set forth on Appendix I hereto:

(a) **Construction/Road.** In view of the cost of maintaining the extensive private road system owned by the Association, a road fee is assessed at the time of new construction on any member's property, including initial home construction, each subsequent home addition, remodeling and/or excavation involving vehicles with a gross weight in excess of five tons.

(b) **Property Transfer/Resale Certificate.** As required under the Pennsylvania Uniform Planned Community Act, the Association is required upon request to provide any buyer of Deer Lake property with a Resale Certificate containing certain information about the Association. It also is required to disclose any unpaid delinquent assessments and fees, etc. owing to the Association from the seller. The Association requires that any such unpaid delinquent amounts be paid to the Association at the time of closing on the property; membership privileges in the Association will be suspended with respect to the buyer until any such amounts due are paid.

(c) **Pavilion Rental.** A deposit shall be required upon reserving usage of any of the Association's pavilions, refundable upon determination by the Association that the pavilion has been left in proper order and any refuse removed therefrom.

(d) **Dock Registration (annual).** An annual fee shall be assessed to each member registering a dock.

(e) **Boat Rack Registration (annual).** An annual fee shall be assessed to each member registering a boat rack.

(f) **Hearing Committee Appeal.** A fee to cover administrative costs shall be assessed to any member appealing certain adverse actions taken by the Association, as provided in the Bylaws.

8. **Interest Rate.** The standard interest rate for delinquent payments is 10% APR, compounded monthly. The interest rate on legal judgement amounts in effect against a member will be the maximum rate permitted by law.

9. **No Discounts.** There are no discounts for early payment of assessments, fines and/or fees.

C. USE OF ASSOCIATION PROPERTY AND RECREATIONAL FACILITIES

1. **General.** Only a member of the Association in good standing and their family and guests shall be permitted to enter onto and make use of the Association's property and recreational facilities. Members and their families and guests shall act responsibly when using Association property and facilities, and shall respect and share usage of the same by other members.

The use of all Association facilities shall at all times be at the sole risk of members, their families and their guests. Members are responsible at all times for the actions and behavior of all family members (including minors) and guests. Members are encouraged to notify the Association of any conditions on Association property that they consider unsafe or if repairs to any Association facilities may be needed.

Association property shall not be altered in any fashion including construction, grading, or planting/removal of trees or vegetation without Association approval. Members and their families and guests should not litter or leave refuse (including grass clippings, leaves, brush or logs) on any Association roadways or property. No open fires of any kind are permitted on Association property, except in the Morgan Pavilion fireplace or as authorized by the Association. No overnight camping is permitted on Association property.

2. **Pavilions.** All Association members who are in good standing, and their families and guests shall have equal access to the Association's structures – including the Morgan Pavilion,

the Zeigler Pavilion and Gatehouse. Members are encouraged to share usage of these facilities with other members in a responsible manner.

As an exception, and subject to availability and such restrictions as to time duration as the Board determines, a member is permitted to reserve usage of any of the pavilions for their exclusive use, upon up to six months advance notice directed to the Association's email address. A refundable deposit is required for this purpose.

3. **Beaches, Swimming, Diving, Volleyball, Basketball, Playground, Picnic and Adjacent Areas.** The Association's beaches, swimming, diving, volleyball, basketball, playground, picnic and adjacent areas are maintained and equipped for the equal enjoyment of all Association members who are in good standing, and their families and guests. All members are encouraged to act responsibly when using these facilities and be respectful of other members in sharing the usage thereof. Under no circumstances are the facilities and equipment located therein to be littered upon, removed, damaged or abused.

Swimming shall at all times be at the sole risk of members, their families and their guests. Swimming by minors shall at all times be under the supervision of a responsible adult. No swimming is permitted in the areas adjacent to the dam.

Unruly or rowdy behavior, as determined in the discretion of any Association security personnel (or a lifeguard on duty, or any Board member), is not permitted on the beaches, swimming, diving, volleyball, basketball, playground, picnic and adjacent areas. When present, any Association lifeguard has complete authority over everyone on the beaches, swimming, diving, volleyball, basketball, playground, picnic and adjacent areas, and to enforce all posted rules. The beach, swimming, diving, volleyball, basketball, playground, picnic and adjacent areas close at 11:00 p.m.

Under no circumstances shall any dogs or other pets (leashed, tied up or otherwise) be permitted on the primary beach (closest to the dam), or in the diving, volleyball, basketball, playground, picnic and adjacent areas. No motorized vehicles of any kind are permitted beyond the parking areas adjacent to the beach, swimming, diving, volleyball, basketball, playground, picnic and adjacent areas. No glass containers are permitted on the beaches or in the swimming and diving areas. Please use any provided trash cans to dispose of refuse, or otherwise remove your own refuse from the beach, swimming, diving, volleyball, basketball, playground, picnic and adjacent areas.

4. **Lake.**

(a) **Boats.**

(1) **Restrictions. Boating shall at all times be at the sole risk of members, their families and their guests. Boating by minors shall at all times be under the supervision of a responsible adult. Boating is prohibited in swimming areas and in any area adjacent to the dam.** This and other current restrictions on the types of boats permitted to be used on Deer Lake and related usage rules are set forth on Appendix II

hereto, as developed and modified from time to time in conjunction with the Lake Committee.

(2) **Registration/Storage and Boat Racks.** Any member desiring to place, operate, store, deposit, attach, or moor a boat in, on, or upon any part of Deer Lake and/or Association property shall first register said boat with the Association and acknowledge ownership thereof in writing on a boat registration form provided by the Association (available on the Association's website). Pursuant to such form, the boat owner/member shall: (A) release the Association from any and all liability relating to said boat, its use, storage and/or maintenance, and shall indemnify and hold the Association harmless from any and all liability related thereto; (B) acknowledge that the right to place, operate, store, deposit, attach, or moor a boat in, on, or upon any part of Association property (including use of a boat rack for storage thereof, as described below) is a license granted from the Association to an individual boat owner that may be revoked at any time upon written notice for failure to abide by these rules and regulations; and (C) further acknowledge that the member shall not have any right or title to any Association property as result of approval of any boat or boat rack. Members who have previously registered boats may be requested by the Association to file an updated registration form with the Association from time to time.

All boats shall be stored either on a boat owner's property in Deer Lake, or if requested by a member and approved by the Association, off of the ground on the shore of the Lake and secured on top of a boat rack to be constructed at the expense of the boat owner. Any boat rack and the location, specifications and construction thereof must be approved in advance by the Association in its sole discretion; for safety reasons, boats should not be stacked excessively on any boat rack. It is the intention of the Association to strictly limit the number and location of boat racks on the Lake so as to protect the vistas for the benefit of all members. Once constructed, a member should label the boat rack with the member's Deer Lake lot number in order to indicate that the boat rack is reserved for the member's exclusive personal use. As a courtesy to all members, boat racks should be maintained for active boat usage and not simply for storage; if a member makes only infrequent use of their boat/boat rack, they are encouraged to store their boat on their own Deer Lake property and make the boat rack available to other members.

It is the responsibility of the owner of any boat to remove such boat upon the sale of their Deer Lake property or to convey the title to such boat and/or otherwise arrange for the formal assumption of the right to use any boat rack previously constructed by the member (including via filing of a new boat rack registration form with the Association) to the new owner of the property sold, and of all rights and responsibilities with respect to such boat and/or boat rack under these rules and regulations.

Any boat placed, operated, stored, or moored in violation of these rules and regulations, shall, upon written notice from the Association, be impounded and released only upon proof of ownership from and payment by the member cited for such violation of the fine assessed in accordance with the Bylaws and these rules and regulations. Titles to boats

impounded for more than thirty days shall be forfeited to the Association, which may dispose of same as it deems appropriate.

(b) **Docks.** Any dock on Deer Lake and the location, specifications and construction thereof must be approved in advance by the Association in its sole discretion. It is the intention of the Association to strictly limit the number and location of docks on the Lake so as to protect the vistas for the benefit of all members. The cost of initial construction and the future duty and cost of maintaining any dock shall be the responsibility of the member registering such dock with the Association as provided below. No existing dock shall be expanded or modified without the prior approval of the Association.

Any member desiring to construct and maintain a dock shall first register said dock with the Association and acknowledge in writing, on a dock registration form provided by the Association (available on the Association's website), that: (1) the member releases the Association from any and all liability relating to said dock, its use, construction and/or maintenance, and shall indemnify and hold the Association harmless from any and all liability related thereto; (2) the right to place, operate, store, deposit, or attach a dock in, on, or upon any part of Association property is a license granted from the Association to an individual member that may be revoked at any time upon written notice for failure to abide by these rules and regulations; and (3) the member shall not have any right or title to any Association property as result of approval of any dock. Members who have previously registered docks may be requested by the Association to file an updated registration form with the Association from time to time.

Docks shall be used solely for boating, fishing, and swimming; barbecues or other fires on docks are not permitted. Boats should not be stored on dock surfaces or otherwise obstruct the usage of any dock by other members. Once constructed, any member registering a dock should label the dock with the member's Deer Lake lot number in order to indicate that the member is primarily responsible therefor. All docks are open and available to all members, their families and guests for their use at any time and may not be reserved for the exclusive personal use of the member registering the dock. However, as a courtesy to the registering member, other members are encouraged to be respectful of a registering member's usage of a dock, including any indicated reservation for a specific date or time for the use thereof.

It is the responsibility of the member registering any dock to remove such dock upon the sale of their Deer Lake property or to otherwise arrange for the formal assumption (including via filing of a new dock registration form with the Association) by the new owner of the property sold, of all rights and responsibilities with respect to such dock under these rules and regulations.

All docks will be subject to periodic inspection by the Association to verify that they are constructed and maintained in a proper and safe condition and that there are no infringements upon the Association's property. If an inspection identifies action that must be taken to restore the dock to proper and safe condition, the Association shall notify the member to whom such dock is registered in writing and the member shall take immediate action to comply with such notice. Should any such necessary corrective construction, repairs or replacement not be completed within thirty days, said failure to comply shall constitute a forfeiture of all rights of such member thereto and the Association may, at its election, either repair or replace such

defective dock or shall take such steps as necessary to remove said dock. Any costs or expenses incurred by the Association in undertaking such repair, replacement or removal shall be charged to the responsible member's account.

(c) **Fishing.** **Fishing is prohibited in swimming areas and in any area adjacent to the dam.** A State fishing license is required in order to fish at Deer Lake. State law and the rules and regulations of the Association shall govern fishing in Deer Lake; in case of conflict the most stringent regulations apply. From time to time, the Lake Committee may specify additional restrictions which are deemed to be incorporated herein.

5. **Tennis/Pickleball Courts.** The following rules shall apply, in order to optimize the usage and condition of the tennis and pickleball courts and to minimize expenditures to repair or replace same.

Courts may be reserved by using the sign-up boards. In order to permit others to play, the courts may not be reserved for more than two hours. Use of the courts is restricted to the hours from 7:30 a.m. to sunset.

For safety reasons, the courts should not be used immediately after a rainfall, since the surface is slippery when wet. Only tennis shoes are allowed on the courts. Gates to the courts should be kept closed at all times, to avoid wind damage to the gates and courts. No motorized vehicles or skateboards, bicycles, tricycles, inline skates or the like are allowed on the courts.

D. ROADWAYS

1. **Rules of the Road.** All internal roads at Deer Lake are private roads constructed and maintained by the Association within the rights-of-way laid out in the original Deer Lake plans on file in the Fayette County Recorder of Deeds office. Because most are narrow and not designed for two-way traffic, brief use of and the entry into all members' driveways is permitted when necessary, to allow the free flow of traffic. When meeting an oncoming vehicle, the first one arriving at a paved opening should yield the right of way to the other vehicle by pulling off the road into the nearest driveway or other portion of an intersection. Drivers should attempt to stay on paved surfaces at all times and avoid leaving ruts in a member's yard along the edge of a driveway or roadway. Drivers should also yield to large construction or delivery vehicles as they are too large to pull off into driveways. Each member is responsible for any damage to other members' property caused by trucks making deliveries to their home or by the vehicles of any contractors working on their home. Care should also be taken when approaching pedestrians walking on the roadways, and allow sufficient time and space to ensure safe passage.

2. **Road Signs/Speed Limit.** All members and guests must obey all road signs and must not exceed 15 mph in or on any motorized vehicle on Association roads.

3. **Restrictions on Use of Motorized Vehicles.** No one under the age of 16 may operate any kind of motorized vehicle (including, but not limited to, automobiles, motor bikes, go-karts, snowmobiles, sport vehicles, golf carts, other gas or electric powered vehicles, etc.) on Deer

Lake roads or property. Any operator of any motorized vehicle must hold a valid State Driver's License. Motor bikes, scooters, go-carts and snowmobiles are required to have proper mufflers and are to be operated only between the hours of 9:00 a.m. and 11:00 p.m. Violators are subject to fines and/or suspension of membership privileges as provided in the Bylaws.

4. **Parking.** Vehicles parked on Association property surrounding the Lake are to be parked off the roadways and parallel to the Lake in all areas.

5. **Display of Association Member/Guest Pass.** All automobiles and other motorized vehicles operated or parked anywhere in Deer Lake shall display the authorized, annual Association vehicle sticker or guest pass.

6. **Vehicle Weight Limit.** Vehicles with a gross weight exceeding 5 tons are not permitted to cross over or travel upon any Association roadway without the prior permission of the Association.

7. **Temporary Road Closures.** Members are permitted to temporarily block an Association roadway during daylight hours for construction, deliveries, tree removal, moving or similar short-term needs.

8. **Rights-of-Way Access and Maintenance.** The Association retains the right to build and maintain all roads located within the rights-of-way laid out in the original Deer Lake plans, as well as to install and maintain necessary drainage to protect the roads, and road signs for safety, etc. Association personnel and/or contractors are authorized to undertake road-related activities in any part of any such right-of-way, including on portions of a member's property that borders a roadway. All members and their families and guests (and leashed pets) are also permitted to be present anywhere within a right-of-way where there is an existing roadway when safety concerns so require, though members are encouraged to stay on the roadways themselves as much as possible.

For the safety of all members and vehicles using Association roads, any boulders, tree limbs, shrubs or other obstructions or plantings on a member's property that intrude into the right of way, obscure any road signs or overhang any Deer Lake roadway so as to pose a hazard to vehicular traffic, including large emergency vehicles, must be trimmed back or removed by the member at the member's expense. The Association will notify members of any hazard and in the absence of corrective action by the member within a reasonable time, will perform any necessary maintenance – the cost of which shall be charged to the member's account. (This procedure does not apply to the Lafayette Trail boulevard and circle, which are in a right-of-way totally surrounded by pavement, all of which will be maintained exclusively by the Association.)

E. MEMBER OWNED PROPERTY RULES

1. **Building Restrictions/Association Approval Required.** All of the building restrictions contained in the recorded Deer Lake Covenants (available on the Association's website) are incorporated herein by reference and shall apply to any buildings or other structures on a

member's Deer Lake property. As provided therein, all plans, specifications and location for any construction related to such buildings and structures must be reviewed and approved in writing by the Association or its representative.

2. **Maintenance.** Members shall maintain the exterior of their Deer Lake property, including any yards, grounds, trees, shrubs or other plantings, sheds, carports, garages and/or other structures, in a safe and attractive condition. All trash or other debris shall be properly bagged or placed in trash cans, which shall be kept in a location out of sight from the road and only moved to the curb on days when there is trash collection; all trash cans shall be removed from the curb promptly after collection. In accordance with the Covenants, no boats, campers, lawn tractors, trailers or other similar items may be stored or left for extended periods in front of the building line of a member's property. No abandoned appliances, furniture, motor vehicles, trailers or other similar items shall be permitted.

3. **Hours for Maintenance and Construction Activities.** In order to maintain the peaceful and quiet enjoyment of the Deer Lake community, no exterior maintenance activities (e.g., grass cutting, use of chain saws, blowers or weed eaters, etc.) and no exterior demolition or construction activities (e.g., hammering, use of compressors, or power tools, etc.) shall commence earlier than 7:00 a.m., Monday through Friday and 8:00 a.m. on Saturday and Sunday and shall be completed by no later than sunset in the evening. The foregoing time limits shall not apply to snow plowing or other bona fide emergencies.

4. **Burning on Your Deer Lake Property.** Members may only burn qualified material (which includes natural vegetation, leaves, tree branches and limbs that are less than 8" in diameter) taken from their own Deer Lake property. Burning of household garbage, grass clippings, treated lumber, glass, metal, building materials, hazardous materials, or plastic is not allowed. Burning (excluding social gathering campfires, etc.) may only occur between the hours of 8 a.m. and 8 p.m. from May through October and between the hours of 8 a.m. and 5 p.m. from November through April.

Whenever burning, members are asked to be considerate of their neighbors and be aware of safety concerns at all times. Burning should only be done in a fire ring or other contained area, and never under trees or close to other vegetation. No burning should occur on windy days or during periods of severe drought. Fires should never be left unattended until completely extinguished (i.e., no longer smoldering or smoking). A water source should be kept nearby at all times while any fire is going and used to fully extinguish the entire fire area before being left unattended.

5. **New Above-Ground Swimming Pools Prohibited.** No above-ground swimming pools are permitted to be constructed or installed after August 17, 2013. Any member whose Deer Lake property had an above-ground swimming pool in place as of such date may continue to use and make any necessary repairs to such pre-existing pool, but shall not be permitted to totally replace same.

6. **New Outdoor Wood-Fired Boilers Prohibited.** No outdoor wood-fired boilers are permitted to be constructed or installed after April 1, 2023. Any member whose Deer Lake

property had an outdoor wood-fired boiler in place as of such date may continue to use and make any necessary repairs to such pre-existing outdoor wood-fired boiler.

7. **Short-Term Camping.** Camping, including use of tents, is permitted for short periods of time only on a member's Deer Lake property that has a house.

8. **Rental To/Use of Property by Non-Members.**

(a) **Rentals Prohibited.** The rental of any member's Deer Lake property is strictly prohibited, except as permitted with respect to certain leases in effect as of August 17, 2013 (as further detailed in Appendix III), or as permitted by the Board of Directors pursuant to subsection (b) below. Prohibited rentals include (but are not limited to) Airbnb and VRBO situations, and any other use of all or a portion of a member's property by any non-member (whether or not the member is physically present on the property) for any period of time in return for any form of payment, rent, remuneration or other consideration, implied or actual.

The Board of Directors is authorized to take any legal action it deems appropriate against a member or tenant who is in violation of this rental prohibition, including (but not limited to) an action to evict such tenant.

(b) **Hardship Exception.** In the event that at any time a member desires to rent their property due to a bona fide hardship (e.g., a medical emergency, a bona fide financial hardship, temporary transfer of employment by a full-time resident to another location, or other good cause shown), they may apply to the Board of Directors for approval to rent their property for the duration of such hardship, subject to the conditions set forth below. If the Board of Directors determines, in its discretion, that a bona fide hardship exists, then permission to rent the requesting member's property shall be granted for an initial period of twelve months. Any extension of such rental shall require further review of the Board of Directors every twelve months for determination by the Board, in its discretion, that a bona fide hardship continues in effect. Any lease permitted based on a bona fide hardship shall comply with the provisions of Appendix III. The member, as landlord, shall be fully responsible for all actions or failures to act on the part of their tenant under any lease.

In the event a member disputes the denial of a request for a hardship exception to the prohibition on rentals, they shall have the right to seek a review of such decision by the Hearing Committee pursuant to the provisions of Article IV, Section 6(c) of the Bylaws.

(c) **Limited Permissive Non-Rental Use by Non-Members.** Use of a member's property for a period in excess of seventy-two hours with the permission of the member, but without any payment, rent, remuneration or other consideration, actual or implied (and whether or not the member is physically present on the property), shall be permitted subject to the following terms and conditions: (1) no more than ten non-members shall use a member's property at any one time; (2) permissive use by any individual non-member is limited to a maximum period of seven consecutive days at any one time; and (3) permissive use by any individual non-member is limited to an aggregate maximum annual total of fourteen days. Such non-rental use of a member's property for any time period by the member's family (including

their spouse, domestic partner, parents, children, sisters, brothers, nieces, nephews, grandparents or grandchildren), or such use by any other non-member for a period of no longer than seventy-two hours, shall not be subject to the foregoing limitations of this subsection (c), provided such persons comply with all of the Covenants, Bylaws and rules and regulations of the Association. Nothing in this subsection (c) shall affect the requirement to obtain guest passes as set forth in other parts of these rules and regulations.

APPENDIX I - Current Schedule of Assessments, Fines and Fees (effective 4/1//2024)

Annual Assessment - Per Lot: \$164
- Per House: \$497

Lake Project Special Assessment (total payable over 10 years) - Per Lot: \$1,150
- Per House: \$14,000

Debt Retirement Special Assessment (total payable over 3 years) - Per Lot: \$115
- Per House: \$1,400

Fines - First Offense: \$100
- Second Offense: \$250
- Each Subsequent Offense (within 24 months): \$500

Fees - Construction/Road: \$500
- Property Transfer/Resale Certificate: \$250
- Pavilion Rental: \$100 refundable deposit
- Dock Registration (annual): \$100
- Boat Rack Registration (annual): \$50
- Hearing Committee Appeal: \$100

APPENDIX II - Boating Restrictions

1. Motors - No gas-powered motors are permitted
- Electric motors are limited to 12 volt maximum
2. No boat shall exceed a maximum weight of 500 pounds (without passengers).
3. All boats shall be operated in a “no wake” manner.
4. All boats shall bear the lot number of the owner/member thereof in plain, legible numbers at least two inches in height on either side of the bow.
5. **Boating shall at all times be at the sole risk of members, their families and their guests. Boating by minors shall at all times be under the supervision of a responsible adult. Boating is prohibited in any swimming area and in the area adjacent to the dam.**
6. Clean/Drain/Dry Policy. In order to protect against the introduction or contamination of non-native aquatic invasive species from other locations, no boats shall be brought to Deer Lake that have been used on other waterways unless they are first cleaned, drained and dried.

APPENDIX III – Pre-August 17, 2013 Property Rentals

1. **Requirements.** Rental of a member's Deer Lake property pursuant to a written lease in effect as of August 17, 2013 may remain in effect until terminated as provided in Section 3 below, provided that: (i) the lease is for a rental term of not less than one year, (ii) the lease is to one or more individuals named in the lease, (iii) both the member and the tenant comply with all of the Covenants, Bylaws, and rules and regulations of the Association, and (iv) the member has paid and remains current at all times with respect to all dues and assessments owing to the Association.

A member renting their property pursuant to a bona fide written lease in effect as of August 17, 2013 shall have the right to replace an existing tenant with a new tenant; provided that the member complies with the requirements of subsections (i), (ii) and (iv) above and that both the member and the tenant comply with the requirements of subsection (iii) above.

Any member renting property shall: (a) provide the tenant with a written copy of the Covenants, Bylaws and rules and regulations of the Association, (b) include in each lease an express obligation of the tenant to comply with the Covenants, Bylaws and rules and regulations of the Association, (c) include in each lease a provision expressly prohibiting the tenant from subleasing all or any portion of the leased property and expressly prohibiting occupancy by anyone other than the individual(s) named as tenant(s) and members of their immediate family, and (d) provide a copy of each lease to the Association.

The member, as landlord, shall be fully responsible for all actions or failures to act on the part of their tenant under any lease.

2. **Registration of Existing and Replacement Rentals.** Each member renting a property pursuant to a bona fide written lease as of August 17, 2013 was required to notify the Association in writing no later than September 30, 2013 of such existing lease to have provided the Association with a copy thereof. Within thirty days after entering into any replacement lease (as provided in Section 1 above), any such member shall provide a copy thereof to the Association and certify that such replacement lease complies with all of the requirements set forth above in Section 1.

3. **Termination.** Any existing or replacement lease that does not contain provisions satisfying or otherwise comply with the requirements of Section 1 above, or that is not properly registered with the Association, shall be in violation of these rules and regulations and shall be null and void.

Any existing or replacement lease subject to these rules and regulations may remain in effect until such time as the property is sold by the owner (or if owned by an entity other than an individual, a controlling interest in such entity is sold), at which time such lease shall be null and void.

If an existing or any replacement lease covered by these provisions expires without an immediate replacement lease, any right to any further leasing of the member's property shall automatically cease and terminate as of the date of expiration of such expiring lease.

Failure by a member or a tenant to comply with any of the Covenants, Bylaws, or rules and regulations or failure of a member to timely pay all dues and assessments to the Association, within fourteen days after written notice from the Association of such failure, shall constitute grounds for immediate termination and prohibition of all current and future rentals of such member's property.

APPENDIX IV – Association-Owned Lot Sale Procedures

1. Members should be advised periodically about any lots held by the Association that are available for sale.
2. When an offer for a lot is received, all members will be notified promptly.
3. Other bids will be received for a period of 14 days.
4. All bidders will then be notified of the bids made, and given an additional 7 days to modify their bid if desired.
5. During the bidding process, the Board will review past and current market prices to determine an appropriate sale price.
6. At the end of the bidding process, the Board will determine promptly if a bid should be accepted. No bid may be accepted if the Board determines the highest amount bid is below market price. In the event of comparable bids, preference will be given to any bid from a current member of the Association whose home lot (including any other contiguous lots) borders on the lot(s) in question.
7. All sales must be specifically approved by a majority vote of the Board. Any Director and/or Officer of the Association who has made a bid for a lot will recuse themselves from any discussion and abstain from any decision-making with respect to the sale of such lot.

APPENDIX V – Absentee Ballot Voting Procedures (For Bylaw Amendments Only)

- 1. Advance Notice Required.** Notice of any Bylaw amendment that is proposed to be voted on by the members at any Regular or Special Meeting of the Association, will be provided (by regular mail and email) to all members prior to such meeting. An explanation of a member's right to request an absentee ballot to vote on any Bylaw amendment, and the deadlines for requesting and filing such ballots, will be included in the meeting notice.
- 2. Timing.** The notice for any such meeting will be provided at least 14 and not more than 60 days prior to the meeting date. Members desiring to request an absentee ballot should do so as soon as possible after receipt of the meeting notice. The Secretary will reply and provide any requested ballot as soon as possible after receipt of the member's request. In all cases, absentee ballots completed by members must be received by the Independent Reviewer no later than the close of business (5:00 PM) on the last weekday before the scheduled meeting in order to be considered valid. Any absentee ballots received after that deadline will not be considered valid.
- 3. Ballot Request/Transmission by Member.** Upon receipt of the meeting notice, a member may request that an absentee ballot be provided to them, solely for the purpose of voting on the proposed Bylaw amendment. Such requests should if possible be submitted by email to the DLIA Secretary via the Association's email address at deerlake15421@gmail.com. Ballots may also be requested by regular mail sent to the Association at PO Box 112, Chalk Hill, PA 15421. Upon receipt of any such request, the Secretary will reply and provide a blank absentee ballot form via return email (or regular mail, if so requested) to any requesting member who is eligible to vote. The ballot form will include details on how to fill-in and transmit the completed ballot via email directly to the Independent Reviewer. Ballots may also be returned by email or regular mail sent to the Association's email or PO Box address, and the Secretary will then transmit them to the Independent Reviewer via email. As noted below, a member's absentee ballot will not be counted as valid if not received by the Independent Reviewer by the deadline noted above. In addition, a member's absentee ballot will be rendered invalid if that member also votes in-person on the proposed Bylaw amendment at the meeting.
- 4. Role of Independent Reviewer.** As required by the Pennsylvania Uniform Planned Community Act, the Board from time to time will appoint a person that it determines to be eligible, to serve as the "independent reviewer" in connection with the vote on any proposed Bylaw amendment for which absentee ballots are permitted. In accordance with the Bylaws, any completed absentee ballots must be provided via email to the Independent Reviewer for tabulation, either directly by a member or by the Secretary. The Secretary will provide to the Independent Reviewer and periodically update a list of those members who have upon request been provided absentee ballots, along with their email addresses (if applicable). The Independent Reviewer will be responsible for maintaining a running total and breakdown of the absentee ballots received by them and verify that any email addresses from which they were received match those provided by the Secretary. Any ballots received by the Independent Reviewer that come from non-matching email addresses, that were not originally provided to the member by the Secretary, or that are received after the deadline noted above, will be retained by the Independent Reviewer on a provisional basis and tabulated separately, but will not be considered valid votes for purposes of determining the outcome of the overall vote on the

proposed Bylaw amendment. Further, in accordance with the Bylaw provision limiting each DLIA member to one vote, if more than one absentee ballot is received with respect to any member (e.g., where more than one joint or multiple co-owner files a ballot), no ballot(s) received with respect to such member will be considered valid.

5. **Determination of Vote Results.** Before the meeting at which the proposed Bylaw amendment is being voted upon, the Secretary and Treasurer will determine the identity and total number of members eligible to vote (i.e. those whose membership privileges have not been suspended). At or before the meeting at which the proposed Bylaw amendment is being voted upon, the Independent Reviewer will provide the Secretary with a listing of the absentee ballot votes received by them in accordance with these procedures, excluding any above-noted provisional ballots. The Secretary will compare that listing with the list of members voting in person, to determine if any members have voted twice – in such event the member’s absentee ballot will be voided. The Secretary will then combine those absentee ballot results (as adjusted to reflect any voided absentee ballots) with the in-person vote results of the meeting itself, to determine the overall vote on the proposed Bylaw amendment. As required by Article VI of the Bylaws and the Pennsylvania Uniform Planned Community Act, an affirmative vote of at least 51% of the total of all members eligible to vote is required for any Bylaw amendment to be adopted.