

**PLANTATION PARK  
CAMPER'S ASSOCIATION, INC.**

**RULES AND REGULATIONS**

**2021**

**REVISED AND RESTATED  
OCTOBER 3 , 2020  
(With Rule Changes as of 9/26/20**

**\* ALL APPENDICES, FORMS AND/ OR PERMITS ARE  
AVAILABLE IN OFFICE UPON REQUEST**

**PLANTATION PARK CAMPER'S ASSOCIATION, INC.  
RULES AND REGULATIONS**

**I. RECREATIONAL VEHICLES**

- 1.1 All recreational vehicles must be commercially manufactured as defined by the Recreational Vehicle Industry Association (RVIA) and must bear an RVIA or third-

party inspection emblem or be approved by the Board of Directors. Mobile homes, converted buses and homemade campers are prohibited. All camping units will be inspected upon entrance to the Park and must comply with guidelines approved by the Board of Directors (\*see Appendix Two). Units that are resold must be in compliance with this regulation before the share will be approved and the new camper can begin camping. A permit will be necessary to set up any installation and inspection, this can be arranged by appointment with the office.

- 1.2 Units are limited to 400 square feet of living space.
- 1.3 All recreational vehicles are to be placed on the campsite in the following manner: the driveway and pad will be along the right side of the site. The trailer front door will open toward the left side of the site. The towing tongue of the trailer shall be pointed toward the road. (\* See Appendix One ). The edge of the recreational vehicle, storage shed or patio closest to the Park's utility right of way shall be no less than six feet, but no more than eight feet from the center of the right of way.
- 1.4 Removal of camper wheels and tongues is prohibited.
- 1.5 Except as provided in rule 9.2, only one camping vehicle is permitted on a campsite at any time. A permit is required for loading or unloading of a second unit and may be obtained from the Office.
- 1.6 Trailers that are in the park that are older then 20 years old must be repaired and then inspected by the park maintenance or committee before it may be sold. For a trailer older then 20 years, to be kept in the park, IT MUST HAVE A TITLE. Any trailer found in disrepair must be removed from the park.
- 1.7 Electric heaters, space heaters, electric fireplaces, etc., ARE NOT to be used as a primary heat source in trailers. Every unit must have a functioning furnace as it's primary source of heat.**

## II. LOT DEVELOPMENT AND MAINTENANCE

- 2.1 Skirting around trailers and tongues will be permitted if made of commercially-manufactured pressure-treated wood or vinyl material. Any other material must be approved by the board. If other material around the tongue is desired, it must be free-standing and easily removable. A building permit is required.
- 2.2 Fences (including living fences may be erected provided they are no more than three feet high, or less than six feet from the center of the utility right of way. Fences must be placed two feet from the roadway and must line up with adjacent fences. Corner posts must be made so that they can be removed to provide easy access for travel trailers or motor homes in adjacent sites. Constructed fences must be made of wood, vinyl, or PVC material and may not

- be pointed in design; metal fences are not permitted. (\* See Appendix One)
- 2.3 Fire rings and fireplaces are to be placed with highest regard for the safety and comfort of your neighbors. Fireplaces and fire rings must be not less than ten (10) feet from a neighbor's site and no more than thirty (30) feet from the roadway (\*See Appendix One). Fire rings are to be used only for burning wood and paper; burning garbage is not permitted. Fires must be extinguished before leaving the campground and must not be left unattended.
  - 2.4 Assigned campsites and trailer must be maintained in a clean, livable, and attractive manner to be determined by the Board of Directors. After the 1<sup>st</sup> warning, fines will be imposed.
  - 2.5 Grass must be cut by May 15<sup>th</sup> of each year and maintained thereafter for the entire season. After May 15<sup>th</sup>, the Association will mow campsites of shareholders as needed who fail to do so. A \$50.00 charge per lot will be assessed each time the grass is cut.
  - 2.6 To help in emergency situations, uniform site numbers at least three inches high must be displayed on the upper left-hand corner of the recreational vehicle or on the upper part of the side of the shed facing the road. Shareholders not displaying the required site numbers will be assessed a \$25.00 fine.
  - 2.7 One sign identifying the association member may be placed on the campsite. Signs must not exceed 12x18 inches. A member who wishes to sell his share and assigned site may display one commercially designed "For Sale" sign on the site. No signs bearing commercial advertising or soliciting sales may be erected except by permission of the Board of Directors. Yard sales or flea markets must be sponsored by the Park or be subject to a \$50.00 fine.
  - 2.8 No site may be dug up for the purpose of a garden, except flower gardens. Plants may be put in next to sheds.
  - 2.9 Driveways must be made of limestone, gravel or slag, or paved or blacktopped. Red-dog and coal pile materials may not be used.
  - 2.10 Parking is permitted in the full length of the available driveway. Lot owners may alternately choose to park in the first 20 feet across the width of the lot or lots, whether grass or gravel. For single sites, the parking area may be approximately 35'x 20', and for double sites, approximately 70'x 20'. Parking is permitted only in the front 20 feet, not on the rear of the site. All lot sizes are approximately 35' x 80'.
  - 2.11 No wooden decks of any kind are permitted. Ramps for wheelchair access must be approved by the Board of Directors; a Building Permit must be obtained prior to construction. Carports may not be constructed.
  - 2.12 When moving out of PPCA, moving sales will be permitted with the approval of

the Board of Directors and a permit must be obtained and posted.

- 2.13 Flagpoles may be erected but must be at least two feet from the roadway and must be removable to provide easy access for trailers and park models in adjacent sites.

### **III. BUILDING PERMITS**

- 3.1 A building permit and insurance (\*See Appendix Three) must be obtained for all construction, including sheds, concrete, screens, windows, screen enclosures or other structures to be placed under or attached to awnings, fences (living or constructed), retaining walls, entrance stoops (maximum 3'x6') and skirting, or for the removal of any tree more than six inches in diameter or trimming of any size trees. A construction drawing and written specifications shall be submitted when applying for a Building Permit. Any board member has the authority to approve and sign the building permits after maintenance crew has inspected site and permit.
- 3.2 There will be no charge for a Building Permit obtained from the Park Office. Requests for permits shall be submitted to the Park office and a copy retained in the shareholder's file. Approved permits must be displayed during construction. Any construction started without an approved Building Permit shall be removed or stopped until a Permit is obtained.

### **IV. SCREEN ENCLOSURES**

- 4.1 Applications for Building Permits for a screen enclosure must be accompanied by a photo or drawing of the planned design. Additionally, applicants must indicate that they understand the regulations governing screen enclosures as approved by the Board of Directors by signing a statement to that effect.
- 4.2 Awnings and screen enclosures may not exceed 12 feet in width, and may not exceed the length of the trailer. Aluminum screen enclosures or awnings must be commercially manufactured. Screen enclosures for canvas roll-up awnings may be the fiberglass netting style.
- 4.3 Kick panels on aluminum enclosures may not exceed approximately, 24 inches, and header panels may be approximately 24 inches. Solid supports at corners or between screen panels may be approximately 5 inches in width. Solid panels between screen and trailer may be approximately, 5 inches in width.
- 4.4 Plastic or glass windows, plastic sheeting or other solid materials may be used or applied to the screens or frame.
- 4.5 Screen enclosures and patios are not to be used as living quarters. Only outdoor, casual furniture is permitted to be used. No beds, plumbing fixtures

(including sinks), electric heaters, air conditioners, cooking stoves or refrigerators are permitted inside a screen enclosure or underneath an awning. Lighting may not exceed a total of 120 watts.

- 4.6 Fees required by Findley Township, if any, are the responsibility of the shareholder. Additional costs to the campground (e.g., increased tax assessment) levied as a result of permitting screen enclosures will be passed on to shareholders who have been issued a building permit for a screen enclosure.

## **V. OUT BUILDINGS**

- 5.1 Out buildings may be constructed on assigned sites, not to exceed ten feet by twelve feet high (10 x12 x 12 ). Only one out building is permitted per site.
- 5.2 Out buildings must be placed parallel to the site boundaries on the back left-hand side of the site (except for lakefront sites), must be at least six feet but no more than eight feet from the center of the utility right-of-way, and must be not less than one foot nor more than two feet from the boundary line on either side of the site. (\*See Appendix One ).
- 5.3 Out buildings on lakefront sites must be placed on the front left-hand side of the site, not less than six nor more than eight feet from the road, and one to two feet from the site boundary. (\*See Appendix One ).
- 5.4 Out buildings may not be used for living or sleeping facilities, and may not contain electric freezers, washers, dryers, heaters or air conditioners.

## **VI. UTILITIES AND RIGHTS OF WAY**

- 6.1 All campsites are equipped with water, electric and sewer hookups. Each site will be provided with a standard 30-amp electrical connection. A \$50 charge will apply for shareholders desiring a 50-amp breaker. The park breaker and receptacle must comply with the recreational vehicle manufacturer's rating.
- 6.2 **Washers, dryers, electric furnaces, ovens, ranges, are not permitted**
- 6.3 Shareholders are responsible for sewer lines connected to Association lines from main line to riser and shall use the appropriate schedule 40 sewer pipe and rings to prevent the escape of sewer gas. A permit must be obtained from the office and inspected by the maintenance men, before filling it back with dirt. Downspouts and rain gutters may not be directed into sewer lines.
- 6.4 Tampering with or alterations to Association sewer lines, water systems, or electrical services is not permitted.
- 6.5 Privately owned wells or septic systems are not permitted on members' sites or

common areas.

- 6.6 When a trailer is not in use, total outside and inside lighting must not exceed 150 watts and must be dusk to dawn sensor controlled and all electric heating and A/C units must be turned off. After October 15<sup>th</sup>, no food should be kept in refrigerators or freezers. The park will not be responsible for any lost food due to electrical outages.
- 6.7 To keep the Park attractive, all water, electric and sewer lines have been buried underground. Any excavation of more than eight (8) inches or driving of stakes should be approved by Park Maintenance to avoid damaging utility lines.
- 6.8 The right of way must be kept open so that problems with utilities may be handled easily. No permanent structure will be permitted on the right of way, and shareholders are not permitted to store items on the right of way. Anything in the right of way will be removed, if access is needed, at the shareholder's expense. The Association will not be liable for any shareholder property located on the right of way, nor for any damage incurred by removal of such property. Two feet from the road into the property is the Park's right of way.
- 6.9 Utility rights of way are not to be used as walkways. Campers should use roads and approved walkways.

## **VII. CABLE**

- 7.1 Shareholders are responsible for burying their water hose, telephone, electric and Satellite TV lines from the water hydrant, telephone, Satellite Tv, and electric box to their trailer. Any damage to the hydrant or electric lines must be reported to the Office immediately for repair or replacement.

## **VIII. USE OF SITE**

- 8.1 The campsite is to be used for camping purposes only. Use as a permanent residence is in violation of township ordinances and is strictly prohibited. Shareholders may not use the Park's address as a residence address. The Park will not accept delivery of mail or packages addressed to shareholders.
- 8.2 The Park will be open to campers year-round, camping at your own risk from October 15<sup>th</sup> to April 15<sup>th</sup> with limitations. Most facilities (store, pool, etc.) will be closed, and hours for maintenance and office employees will be changed during the off-season.
- 8.3 Water hoses must be disconnected from October 15<sup>th</sup> to April 15<sup>th</sup>. Campers

using their trailers during this time period may connect water hoses during their stay, but must disconnect hoses again prior to leaving. Campers connecting hoses will be liable for the cost of repairing any damage to water hydrants or other Park property while hoses are connected.

- 8.4 Quiet hours are from 12 midnight to 8:00 a.m. and will be strictly enforced, except for Park sponsored events.
- 8.5 Chinese lanterns and any fireworks that leave the ground more than six to eight feet, **the carrying of a firearm, or** discharging of a firearm, air gun, or use of a bow and arrow on Park property are strictly prohibited, except as approved by the Board of Directors.  
( even though fireworks are permitted in Pennsylvania, **and you have a license to carry a fire arm,** the Rules stand in Plantation Park they are not permitted)

## IX. GUESTS

- 9.1 Guests are defined as any person who visits or camps with a shareholder. Guests are required to stop at the office for a guest pass. **SHAREHOLDERS ARE RESPONSIBLE FOR LETTING THEIR GUESTS INTO THE PARK, AS WELL AS REGISTERING GUESTS AT THE OFFICE.**
- 9.2 Guests may camp on a permanent shareholder's site by registering at the Office and paying a fee of \$30.00 per night to hook into utilities. Failure to register your guests will result in a fifty dollar fine per night. Guests cannot stay longer than 2 weeks (14 days).
- 9.3 Guests sponsored by a shareholder may camp in their own recreational vehicles on unoccupied Association lots by registering at the Office and paying the nightly rate as determined by the Board of Directors.
- 9.4 Guests are required to abide by the rules and regulations of PPCA, and members are responsible for the actions of their guests. Should any violations occur, guests will be removed from the Park. The host shareholder will be held personally and financially accountable for their guests, including but not limited to reimbursing the Park for funds and charges for checks returned for non-sufficient funds.

## X. RENTALS/ LEASES/ADDITIONAL PURCHASES

- 10.1 A \$50.00 security deposit will be required not less than two weeks in advance of the arrival date to confirm the reservation. The security deposit will be returned if there is no damage noted when the site is inspected. Should there be damage the shareholder will be responsible for repair and/or replacement, and all amounts due must be paid in full within thirty (30) days.

- 10.2 Cancellations must be made one week in advance to avoid forfeiting the deposit.
- 10.3 The names of all persons occupying the rental site must be provided to the Office at the time of registration.
- 10.4 Shareholders wishing to lease/rent or **grant the use of** their sites to a non-shareholder must complete an informational form concerning the proposed leasee's /renters or use by anyone. Subject form may be obtained from the office and must be returned to the office for approval by the Board of Directors not less than two weeks prior to the date proposed lessee' /renters or use by anyone are to assume camping privileges. Proposed leasee /renters or use by anyone found to be of questionable character will not be permitted into the campground. All lessees are subject to a background check and interview with the Board. **Park** Leases will be for up to 3 years only.
- 10.5 Only people on the leases will be permitted in the Park as approved at the Boards discretion.
- 10.6 Park owned leased (seasonal) lots-Interested parties must be approved by the Board of Directors and are subject to a background check. PPCA has lots in B and C Sections, B section lots are \$1,800.00 which includes water, sewage, electric, garbage. C section lots are \$1,500.00 which includes water, electric, sewage, and garbage. No cement pads or sheds are permitted on these lots. Lessee is responsible for moving camper, **storage bins and personal belongings** upon request if maintenance issues arise. **If leasee purchases a share and a lot before the end of the lease agreement and vacates the leased lot, if leased from the Association the remaining seasonal leased lot fees will be prorated and applied to their next maintenance agreement. If the leasee sells his trailer to a new leasee the new leasee will be responsible for the remaining fees for camping season.**  
**If lease decides to leave PPCA before the end of the lease agreement, payment will be forfeited. If leasee stores their trailer on current leased lot, they will pay the storage fee of \$50.00 monthly during the off season. If lease decides to lease the same lot for the following season, all storage fee's will be applied to seasonal fee's.**
- 10.7 Any shareholder wishing to sell their site under Article of Agreement, must sign a sublease form at the office until share has been transferred, the purchase Will be considered a Sub-lease and will abide by the same rules as a seasonal lease, April -October, sub- lease or lease will be considered the Shareholders Guest. Shareholders are responsible for their guests.



**10.8 Shareholder desiring to purchase a share or additional shares must complete an application to purchase, at no cost. Subject form may be obtained from the office and must be returned to the office for approval by the Board of Directors. Shareholder found to be of questionable character will not be permitted to purchase additional shares.**

## **XI. PAVILION AND CLUBHOUSE**

- 11.1 Park-sponsored events will have priority for use of the pavilion and clubhouse at all times. Use of facilities to host functions for outside organizations is prohibited.
- 11.2 Shareholders may request the use of the pavilion or clubhouse for a private party or picnic up to twice during each camping season. There is a limit of fifty people per shareholder. Use of more than one table in the pavilion must be reserved. Requests must be submitted to the Board of Directors on the appropriate form and a \$50 deposit paid two weeks before the date requested. Deposits will be returned as long as the facility is left clean and the information as outlined in Appendix Four is followed. Any damage will be the responsibility of the shareholder. Shareholders reserving the clubhouse will be responsible for securing the clubhouse at the end of the function.
- 11.3 No gas, charcoal or electric grills or gas stoves are permitted in the pavilion or clubhouse. Warming trays, slow cookers, coffee pots and roasters are permitted in compliance with fire regulations.
- 11.4 Pets are not permitted in the pavilion or clubhouse, except for those animals specially trained to assist the disabled.
- 11.5 Bicycles, skateboards, scooters, roller skates or roller blades, wagons or motorized vehicles (other than those used to assist the handicapped) are not permitted in the pavilion or walkway. Throwing of balls, Frisbees or other projectiles under the pavilion roof is prohibited.
- 11.6 With the construction of the Plantation Speedway for RC cars, RC cars will only be permitted on the track, around the track or down to the old VIP area, along with grassy areas at personal lots. RC cars are not permitted on roads.**

## **X11 ADULT FITNESS CENTER**

- 12.1 The adult **fitness center** is open to all adults age 18 and over and the hours will be posted.

- 12.2 Shareholders are asked to help keep the room clean by picking up trash and turning out the lights before leaving.
- 12.3 Vandalism or destruction of property in the **fitness center** will be referred for immediate action to the Board of Directors.
- 12.4 PPCA is not responsible or liable for any injuries that occur during exercising.**

### **X111 YOUTH CENTER**

- 13.1 The youth center is open to all children and youth under the age of 18 until 10:45 p.m. In the event of a Park-sponsored program, the youth center will close simultaneously with the end of that program (excluding "adults only" programs such as "Night at the Races").
- 13.2 Youth are expected to keep the building clean and orderly. Smoking is prohibited.
- 13.3 Consumption of alcohol or drugs by minors on Park property is strictly prohibited. Anyone using or under the influence of alcohol or drugs will be referred to the local authorities.
- 13.4 Vandalism or destruction of property in the youth center will be referred for immediate action to the Board of Directors. Parents will be held responsible for the actions of their children and guests.
- 13.5 Vandalism or destruction of any park property will be referred for immediate action of the Board of Directors. Parents will be held responsible for the actions of their children and guests.

### **XIV LAKE, BOATS, AND SWIMMING POOL**

- 14.1 The lake is to be used for fishing, rowing, or paddle boats. Swimming in the lake is hazardous and is prohibited.
- 14.2 Boats must be registered with the office. Boat owners must provide proof of ownership and/or a copy of state registration. No boat is to exceed **14** feet in length.
- 14.3 Operation of battery operated model boats is not permitted before Memorial Day Weekend. Operation of battery operated model boats is permitted between 12:00pm and 6:00pm ONLY. Radio controlled and battery operated model boat operation is confined to the north end of the pond and may not be operated south of the marked area. Under NO circumstances will radio controlled and battery operated model boats be permitted in the south end of the pond, Gasoline and Nitro powered model boats are prohibited.

- 14.4 Boats must be marked with the owner's site number, with letters and numbers at least three inches in height and visible whether the boat is in or out of the water.
- 14.5 When not in use, boats must be returned to the camper's site or stored in a designated area near the lake, if and when available. The Association will not assume liability for any damage to boats.
- 14.6 All fishing in the lakes is catch and release.
- 14.7 The swimming pool will be open from Memorial Day through Labor Day, weather permitting. Pool hours will be posted.
- 14.8 Pool rules are posted and must be observed at all times. Lifeguards may have plastic bottled water while on duty.
- 14.9 Lifeguards on duty have complete authority over activities in the pool area. Instructions given by lifeguards must be followed without question.
- 14.10 Children under 14 must be accompanied by a parent or responsible adult over 18. Parents are responsible for the actions of their children.

#### **XV MOTOR VEHICLES**

- 15.1 All licensed motor vehicles in the Park (except for Park vehicles used exclusively within the Park) must have a current registration and inspection. Vehicles in violation will be towed at the owner's expense, where applicable, and the owner will lose all camping privileges until fees are paid.
- 15.2 Any operator of a motor vehicle must have a valid driver's license. Traffic signs and posted speed limits must be observed within the Park.
- 15.3 Vehicles must display a valid rear view mirror hanger at all times while in the Park. First offense – warning; second offense - \$25.00 fine; third offense – referral to Hearing Board.
- 15.4 No vehicles are to be parked or left unattended on Park roads, access roads, or common grounds. Guest parking is available at the clubhouse parking lot. Extra parking areas for special events will be determined by the Board of Directors and supervised by the Security Committee.
- 15.5 Parking of motor vehicles on another member's site is allowed as long as permission is given by the member to use that site.
- 15.6 No vehicles are to be washed and no grass is to be watered on holiday week-ends.

#### **XVI . GOLF CARTS**

- 16.0 The use of a golf cart is a privilege that can be revoked by the Board of Directors.
- 16.1 Golf carts are permitted in the campground, HOWEVER NO MORE THAN THREE GOLF CARTS SHALL BE REGISTERED AND PARKED AT EACH SHAREHOLDER'S OWNED CAMP SITE. All golf carts must be registered at the Office by completing a registration and waiver form (See Appendix Five) and must display a valid sticker. Unregistered golf carts are not permitted.
- 16.2 The owner's site number must be displayed on both the front and rear of the cart in at least three-inch numerals. The current year's registration sticker must be displayed adjacent to the front site number.
- 16.3 Golf carts must have operating lights on front and rear when operated after dusk. Front lights must be the driving type light, similar to the headlights on a newer golf cart. Rear lights must be either amber or red in color, similar to the lights on a newer golf cart. All golf carts must have operational brakes. Gas carts must be properly muffled. Head lights on golf carts must be properly adjusted so they don't blind other drivers.
- 16.4 Drivers of golf carts must observe traffic signs and speed limits posted within the Park. Golf carts are not permitted on sidewalks, walkways or rights of way, any playgrounds or recreation areas in front of the clubhouse and pavilion. Operators of golf carts should know the rules and regulations pertaining to operating a golf cart within the Park.
- 16.5 Minors who operate golf carts independently must be at least 14 years of age and have a Photo I.D. (or have a valid operator's license) and have in their possession a permit obtained from the Office. Application for such permit may be made by a parent or guardian upon presentation of the minor's birth certificate. Children who are 12 and 13 years old may operate a golf cart with a junior permit and **must be** accompanied by a parent, guardian, or responsible adult over 18 years of age, who must be able to assume control of the vehicle at any time. Children 12 and 13 years old may be issued a Junior permit with proof of Original **or copy** of Birth Certificate and picture. Children under 12 are not permitted to operate golf carts.
- 16.6 Golf carts may not carry more riders than the number who can be safely seated. No horseplay or standing will be permitted on a golf cart while it is in motion.
- 16.7 Owners are responsible for their golf carts and anyone operating them at all times. Shareholders are advised to acquire liability insurance on their golf carts.
- 16.8 No golf carts are permitted on grassy areas, and **walkways** at any time, i.e. swimming pool area etc. **with the exception of frisbee golf, the RC track, and fishing areas.**

## **XVII OTHER VEHICLES**

- 17.1 Motorbikes, trail bikes, mini-bikes, snowmobiles ATV's, GAS motor scooters and mopeds, etc. are not permitted in the campground as determined by the Board of Directors. Licensed motorcycles used as transportation may be driven within the Park similar to motor vehicles.
- 17.2 Two- and three-wheeled bicycles are permitted in the Park. Bicycles must be equipped with reflectors and lights (both front and rear) if they are used after dusk. No bicycles are permitted on sidewalks, walkways or rights of way. Helmets are required to be worn by children twelve AND UNDER.
- 17.3 Bicycles, skateboards, scooters, roller skates or roller blades, wagons or motorized vehicles (other than those used to assist the handicapped) are not permitted in the pavilion or walkway.
- 17.4 SMALL BATTERY OPERATED VEHICLES, **ELECTRIC SCOOTERS, HOVERBOARDS, ETC**, FOR CHILDREN MUST BE SUPERVISED BY AN ADULT AT ALL TIMES, **AND USED IN SPECIFIC AREAS.**
- 17.5** Parents are responsible for watching your children while they are riding bikes, teaching your children to ride on correct side of the road, and for following Pennsylvania laws and road signs. Throwing of balls, Frisbees or other projectiles under the pavilion roof is prohibited.

## **XVII CHILDREN**

- 18.1 Anyone under 18 years of age must be accompanied by a parent or guardian and under adult supervision at all times when camping
- 18.2 Except when attending a Park-sponsored event to its completion, anyone under 18 must be at his or her campsite by 11:00 p.m. unless accompanied by a parent or guardian.
- 18.3 Standing or loitering in the walkways will not be permitted; children will be sent directly to their campsites.
- 18.4 Parents are responsible for the actions of their children. Vandalism or damage to Association property will not be tolerated. Parents will be held responsible for the cost of repairing any damage caused by their children and may be prosecuted.

## **XIX PETS**

- 19.1 Household pets are permitted in the Park as long as they are free of disease and infection. Pets requiring a license must be licensed, and all pets must have current vaccinations. Pet owners must present a current certificate of

vaccination annually at the Park Office.

- 19.2 Pets must be controlled and leashed at all times. Any pet, which has demonstrated a vicious nature by attacking or threatening to attack campers or guests, will not be permitted in the Park.
- 19.3 Shareholders and visitors are responsible for their pets at all times, and must clean up after them. Any damage done to Association or Shareholders property by pets is the responsibility of the pet owner.
- 19.4 Pets are not permitted on fellow Shareholders lots unless invited or in buildings, including the clubhouse, pavilion, pool area, (grassy area between the pool and clubhouse) playground, restrooms or laundry except, for animals specially trained to assist the handicapped.
- 19.5 No pet is to be left unattended. Excessive barking will not be tolerated at any time. Any complaints of pet abuse or annoying behavior should be reported by completing the appropriate form in the Park Office.
- 19.6 All cats in the park shall be registered with the office yearly, under the same rules covering dogs. This is to include vaccination records for each cat. This will also require all cats to be on a leash when they are out doors. No one is to provide food and water to wild animals or feral cats. If you are feeding them, they will be considered your cats and you will be charged a \$75.00 fine per cat.

## **XX STORAGE**

- 20.1 Shareholders may store recreational vehicles (trailers, motor homes, boats, etc.) in areas of the Park to be designated by the Board of Directors at no charge, provided that the property is properly maintained (I.E. cutting the grass, etc.), for a period not to exceed six (6) months, of a calendar year. If a lot is leased or sold you will have seven days to remove it from the lot. For every month thereafter, a charge of \$50.00 per month will be assessed for storage on Park property. Any vehicle other than a recreational vehicle may be stored on Park property at the discretion of the Board of Directors at a flat rate of \$50.00 per month. No trailer, etc. is to be left in any common area. Storage trailers, campers, utility carts etc. may be stored by the barn and must have your site# on them and in visible location
- 20.2 Any vehicle to be stored on Park property must be registered with the Office. At the time of registration, proof of current registration, current insurance and current state inspection must be produced, a copy of which will be placed in the member's file. Plantation Park assumes no responsibility for damage to or theft of any vehicle stored on Park property.

### **XXI SITE TRANSFERS AND NAME CHANGES; SITE SALES**

- 21.1 All site changes, name changes, transfers and other transactions that go through the office must be done by scheduling an appointment at the convenience of the office.
- 21.2 Campers may transfer from one campsite to another of comparable value, provided the new site is not assigned to anyone. Once a site has been assigned, campers may not transfer to another site for period of one calendar year. Repossessed lots may not be transferred for six (6) months from the date of repossession.
- 21.3 Transfers must be approved by the Board of Directors. In order to affect a transfer, all fees, fines and penalties must be paid in full, and all documents must be signed by the seller and buyer. If the transfers is to be made to a non-shareholder, prior approval must be received from the Board of Directors. An additional form must be obtained from the office and the completed form must be returned no later than two weeks prior to the proposed date of the transfer. Transfers will not be approved to individuals of questionable character.
- 21.4 A \$250.00 fee will be charged for each transfer. In the case of a death in the immediate family, the transfer fee will be waived upon presentation of the death certificate.
- 21.5 Shareholders wishing to change the names on their shareholder certificate may do so upon payment of a \$25.00 fee AS LONG AS THE CHANGE DOES NOT EFFECT THE CURRENT OWNERSHIP OF THE SHARE. A transfer between immediate family members is twenty five (\$25) dollars. Immediate family is considered Father, Mother, Children or Siblings.
- 21.6 All sites must be inspected prior to sale or transfer. Sites being transferred must meet all regulations pertaining to boundaries, fences, sheds, trailers and sewer lines. Sites not in compliance may not be transferred, except as provided below.
- 21.7 If a site is not in compliance with regulations and can easily be brought into compliance, corrections must be made by the seller or buyer prior to transfer. Alternatively, corrections may be made by the Association, and the cost added to closing costs at the time of transfer.
- 21.8 **If a site is not in compliance with regulations and cannot easily be brought into compliance, the seller and buyer may apply for a Variance, listing the inconsistency (ies) and reason for the request. Upon Board approval, the Variance shall be signed by the President and the person requesting the Variance.**

### **XXII MEMBERSHIP**

- 22.1 Membership-only shareholders are limited to 14 days of continuous use of an Association site. After 14 days, the unit must be removed for a minimum of 7

days. Reservations for additional camping cannot be made until one camping period is completed and the unit is removed.

22.2 Shareholder is limited to those individuals who have applied to, and been approved by, the Board of Directors. Each shareholder application is to be reviewed by the Board of Directors upon receipt. A background check will be performed on every individual listed on each application. Applications submitted by individuals with prior felony convictions and / or misdemeanors of driving under the influence, or drug related convictions **will** be denied. The Board may also consider other criminal conduct of an individual in making this determination. Shareholders, family members and or guests entering the park, or included in the shareholder application, must meet the criteria set forth above. The sole discretion to admit or deny each application will rest with the Board, and the Board is permitted to make factual inquiries to assist in its determination.

## **XXII PERSONAL CONDUCT AND FINANCIAL OBLIGATIONS**

23.1 Campers are expected to promote an atmosphere of fun and relaxation in the Park for all. Therefore, the use of loud, foul or abusive language **at any time or at any meeting** will not be tolerated from any shareholder, employee, or guest and will be considered a violation subject to disciplinary action, a possible fine, as determined by the board of Directors.

**a. If a shareholder, at any meeting, uses foul or abusive language, or constantly interrupts the meeting, that person will be told to stop and if that person refuses, he/she will be asked to leave the meeting. If he/she refuses, he/she will be removed from the meeting by security and referred to the Hearing Board for a hearing; for violation of Rule & Regulation 23.1 and 23.1 a.**

23.2 Security personnel, employees and Board members charged with enforcing the Rules and Regulations of the Park are expected to act professionally and fairly, and may demand the full cooperation of shareholders and their guests.

23.3 Alcoholic beverages may be used within the Park; however, public intoxication, drunk and disorderly conduct, or operating a motor vehicle or golf cart while intoxicated will not be tolerated.

23.4 Serving of alcoholic beverages to minors is prohibited, and violators will be reported to the proper law enforcement officials.

23.5 Consumption or sale of illegal drugs on Park property is strictly prohibited. Anyone using or under the influence of illegal drugs will be referred immediately to the local authorities.

23.6 Annual maintenance fees will be billed in January. One-half of the amounts due must be paid by March 15<sup>th</sup> of each year, and the balance must be paid by



May 15<sup>th</sup> of each year. The postmark will determine the date paid. Fees not paid by due dates will be subject to a \$20.00 late charge. The Monday before Memorial Day the electric service **and key fob** will be disconnected, and a \$50.00 charge will be imposed to reconnect electric service **and key fob**. After June 1<sup>st</sup>, interest charges of 1½% per month will accrue on outstanding balances. Special assessments will be billed as approved. Late fees and interest payments will be assessed if not paid by due date.

23.7 Members who do not pay the required maintenance fees, assessments or other required charges will not be permitted access to the Park and will be referred to the Board of Directors.

23.8 All Shareholders are required to have Insurance on their unit/Camper.

**23.9 To be elected to the Board of Directors, or as a Chairperson of any Committee in Plantation park, the member must be in good standing. A member in good standing is defined as , “ A member of good moral character who does not have a prior or current arrest record of a felony or misdemeanor conviction that is a violation of the criminal or civil laws of the Commonwealth of Pennsylvania, or the United States of America, or the Parks Rules & Regulations or Bylaws where the member has been found guilty by the Hearing Board of PPCA and where a letter of violation listing the charges has been put in the members file in the Parks Office”, and whose fees and other obligations are paid in full and against whom no fees and penalties are outstanding.**

#### **XXIV VIOLATIONS OF RULES AND BYLAWS/ HEARING BOARD COMMITTEE**

24.1 The Hearing Board, in accordance with Article VI Section 12 of the corporation's Bylaws and the procedures set forth in this section, and after signing of a non-disclosure form, may impose fines and punishments for any “punishable offense”, including the following:

- a. Any violation of the Rules and Regulations adopted from time to time by the Board of Directors or Bylaws as approved by the shareholders.
- b. Conduct that is in violation of the laws of the Commonwealth of Pennsylvania or the United States of America, including but not limited to summary offenses (such as disorderly conduct or harassment), underage drinking, destruction of property, serving alcohol to minors, public intoxication, possession of an illegal substance, unauthorized possession of a firearm / vehicle, discharging of firearms, assault, battery, rape, theft, arson, or murder.

24.2 Any shareholder, director, committee or employee may file a complaint against any shareholder or guest for committing an offense punishable under this section.

- 24.3 The following procedures shall apply:
- a. All complaints shall be presented in writing to the Park office on the form set forth in Appendix Six and the complaint must be signed and dated. The complaint will be given to the Rules and Regulations Committee, who will give the complaint to the committee whose field of responsibility covers said complaint.
  - b. That committee will investigate said complaint and attempt to resolve the complaint to the satisfaction of the parties involved and will provide a copy of each complaint to all directors with a report of how the complaint was resolved. Unresolved complaints shall be referred to the Hearing Board Committee, for action to be taken within ten days.
  - c. The Hearing Board shall consist of, five (5) members and two (2) alternates from the list of the members of the Committee (who shall not be Directors of the Corporation), and in accordance with the provisions of Article VI Section 12 of the Corporation's Bylaws.
  - d. The Chairman of the Hearing Board Committee shall provide a copy of the unresolved complaint to the chairperson of the Hearing Board, such chairperson to be determined by the Hearing Board. The chairperson of the Hearing Board shall distribute copies of the complaint to the four remaining Hearing Board members and two (2) alternates and convene a meeting of the Hearing Board.
  - e. The five (5) Hearing Board Members shall review the complaint and issue a finding of either "probable cause" or "no probable cause", within ten days.
  - f. "Probable cause" shall be found where a violation of the Rules and Regulations, Bylaws, or applicable laws appears to have occurred. "No probable cause" shall be found if the activities complained of, as set forth on the face of the complaint, do not constitute a violation of the Rules and Regulations, Bylaws, or applicable laws. A determination of "no probable cause" will result in dismissal of the complaint.
  - g. Where "probable cause" is determined, the chairperson of the Hearing Board (or his or her designate) shall provide the accused shareholder with the following:
    1. A copy of the complaint and list of Rules, Bylaws or laws apparently violated;
    2. Notice of hearing date; to be held within ten days.
    3. All letters being sent will be approved by the President or Vice-President.
- 24.4 On the hearing date, aggrieved parties may be present, participate, present witnesses, Members of the Hearing Board shall question the aggrieved parties and witnesses. The Hearing Board shall determine, by majority vote, what offense has occurred, and shall issue the appropriate punishment.
- 24.5 After the Hearing Board determines what offense has occurred, it shall further determine whether the violation is a "major" offense. A major offense is any act so egregious in nature that it threatens and/or endangers the welfare and safety of the shareholders, guests, or employees of Plantation Park, or other person

associated with the campground. Additionally, the following violations are deemed to be major offenses:

- a. tampering with electrical boxes, water lines or hydrants, sewer lines or sewer risers, cable or telephone lines, telephone or cable boxes;
  - b. destruction of property belonging to Plantation Park or any shareholder;
  - c. discharging of firearms, air rifles, bows and arrows or other projectile devices;
  - d. To include all other offenses listed under 24.1B.
- 24.6 In determining a major offense, the Hearing Board may impose any punishment it finds just and reasonable under the circumstances, including but not limited to fines, suspension from Plantation Park Camper's Association, and/or cancellation of any share.
- 24.7 For offenses which are not determined to be "major", the Hearing Board shall impose punishment consistent with the following guidelines:
- a. For a first offense where a fine is designated within the actual rule or bylaw, the Hearing Board shall impose that fine;
  - b. For all other offenses, the Hearing Board will give the shareholder written warning stating the violation and the time within which any violation must be corrected, with a copy to be placed in the shareholder's file in the Association Office;
  - c. For a second offense of the same nature, the Hearing Board shall impose a fine of up to \$100.00, plus any costs incurred by the complainant as a result of the violation;
  - d. For a third offense of the same nature, the Hearing Board shall impose any punishment it finds just and reasonable under the circumstances, including but not limited to fines, suspension from Plantation Park Camper's Association, or cancellation of any share.
- 24.8 The chairperson of the Hearing Board shall notify the aggrieved parties in writing of the Hearing Board's determination by certified mail, all letters being sent will be approved by the President or Vice-President specifying:
- a. whether the aggrieved party has been found guilty of a violation;
  - b. the specific violation committed;
  - c. the punishment imposed;
  - d. whether the violation is a "major" offense; and
  - e. the respondent's right to appeal the decision to the Board of Directors.
  - f. the Hearing Board's decision can be upheld, over turned, added to or altered by the Board of Directors.
- 24.9 A aggrieved parties may appeal any decision of the Hearing Board. The Hearing Board decision must be followed until appeal is heard and a final determination is made by the Board of Directors. Appeals must be made in writing and received by the Park Office within fifteen (15) days of the date of the Hearing Board Committee's written notification. The Board of Directors will hear

the appeal not less than seven (7) nor more than sixty (60) days from the date it is filed; provided, however, that hearings which would fall after November 1<sup>st</sup> or prior to June 1<sup>st</sup> may be continued to a time after June 1<sup>st</sup> if it is impractical for the Board of Directors, aggrieved party, or any witness to be present during that period, and if, in the opinion of the Board of Directors, a continuance would not be detrimental to the interests of the shareholders of Plantation Park.

- 24.10 In the event a share is cancelled as a result of any violation, the Board of Directors will allow the party whose share is cancelled the opportunity to sell his or her share and the rights associated therewith to another party, approved by the Board of Directors, within five (5) months of the notice of cancellation of the share. If the violating party does not sell his or her membership to another party within that time, the Board of Directors shall be permitted to sell the membership share and all rights connected thereto, for any amount that the Board of Directors deems appropriate; provided, however, that such sale may not occur until ten (10) days after advertisement in the newsletter. In either event, any amounts owed for fines, penalties, unpaid dues, assessments, costs, or other obligations to Plantation Park Camper's Association shall constitute a lien upon the membership share and shall be paid before any disbursement is made to the person whose membership share is being sold. If the proceeds of the sale are insufficient to pay the forementioned obligations, the violating member shall remain liable to the Association for the unpaid balance.
- 24.11 The procedures set forth in this Section shall not be the Association's exclusive means of relief against any person violating any terms of the Rules and Regulations, Bylaws or other laws. The Association shall retain the right to take appropriate action before appropriate law enforcement officials or file a civil lawsuit against any person who violates these provisions.

## XXV MISCELLANEOUS

- 25.1 Newsletters will be published quarterly in March, June, September and December and distributed to the shareholders by picking up at park office, or viewing on park web site, [www.plantationpark.net](http://www.plantationpark.net)
- 25.2 Immediate family members (mother, father, son, daughter,) may purchase one gate fob for \$5.00 each. **Fobs should be used by the person it is assigned to, and not distributed to others, in lieu of \$50 fine and key fob disconnection.** Each family member must present driver's license as proof of identity and sign for a gate fob. Lost or damaged fobs may be replaced for a \$20.00 fee. Lost or damaged fobs will be deactivated by PPCA. All fobs must be returned to the office upon transfer/sale of site, if not returned, the PPCA office will deactivate all previous owners fobs immediately from the system.
- 25.3 The trash compactor / dumpster is for use of shareholders while camping in the Park. Anything other than trash bags, the office will advise you where to put it. Bringing trash from home for disposal at the Park is strictly prohibited. If violated

there will be a one hundred dollar fine.

- 25.4 Grass leaves and tree clippings are to be disposed of in designated areas only, and must not be placed in or around the compactor, along the property lines or on other property.
- 25.5 Campers may not remove fill, including dirt or stones, from the Park. If excess material must be removed from a campsite, the Office will advise where it may be placed.
- 25.6 Any fallen trees on the common grounds of the Park remain the property of the Park, and may be offered to committees, to be determined by the Board of Directors, to be cut and sold as firewood for fundraisers or bonfires. Should all committees decline the trees, disposal will be managed by the Board of Directors.
- 25.7 The Park reserves the right to limit or exclude the entrance of heavy vehicles because of potential damage to roads. Shareholders needing access for such vehicles must obtain prior approval from the Office.
- 25.8 **All violations, unless defined in the rules or determined by the Board of Directors, will be as follows; First Offense – Warning; Second Offense - \$50.00 fine; Third Offense – referral to the Hearing Board. After 24 months a letter of violation is void. The letter will remain in your file and can not be used as a second or third offense.**
- 25.9 Tree's on Shareholder's property shall not encroach on roadways or other Shareholder's properties. Trimming will follow PA State Law guidelines as well as PPCA Board of Directors recommendations.
- 25.10 Common areas of the Campground are a source of pride for the Organization. For this reason, they must be kept free of all litter, debris, trash, etc. Pet droppings must be cleaned up by the Owner when walking pets, which must be leashed at all times.
- 25.11 During band or Dj nights at the pavilion, there shall be no open containers on the dance floor.
- 25.12 All tents, canopy's, or shelters may be erected **on shareholders property from April 15<sup>th</sup> to October 15<sup>th</sup>**. Any extension of time must be approved by the Board of Directors.

25.13 Shareholders shall not display campaign signs for Board of Directors on common areas, campsites, golf carts/vehicles, prior to (30) thirty days before annual shareholders meeting.

25.14 Any shareholder who intends to be a write in candidate on the election ballot Cannot campaign for election by the posting of signs throughout the park prior to or until being nominated at the annual meeting at which time they would then be considered a candidate for election.

25.15 Social Media such as Facebook in the park is to be used as a positive means of communication. Anyone posting negative information on the site that causes undue alarm or stress to another shareholder will not be tolerated. Examples are; (posting false information, or making slanderous remarks directed at another shareholder, or any posting to attempt to bully another shareholder.)

25.16 Any shareholder who posts these types of remarks or threats, will be referred to the Hearing Board for a hearing. If the shareholder is found guilty of violating this section, that shareholder will be blocked from ever using the Facebook site again. If the Hearing Board finds that the actions of the shareholder are so egregious in nature, The Hearing Board may impose punishment it finds just and reasonable under the circumstances including, but not limited to fines, a period of suspension from Plantation Park Campers' Association, or an outright cancellation of any share as stated in Section 24.6 of the Rules and Regulations.

**25.17 In order to be eligible to vote on a committee, or be an officer you must be ACTIVE on the committee for the prior season.**

**25.18 Anyone under the age of 18yrs old can not file a complaint with out parent present and parent and juveniles signature.**



