

Winona Lakes Property Owners Association



RULES & REGULATIONS

Adopted: January 21, 2023

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INTRODUCTION

Winona Lakes Property Owners Association is a "Planned Community" as defined by Pennsylvania's Uniform Planned Community Act No. 180-1996, 68 PA C.S.A. S 5101 et seq. By virtue of ownership in Winona Lakes Property Owners Association, individuals are obligated by covenant, easement and/or agreement imposed on their ownership interest to pay any amount for real property taxes, insurance, maintenance, repair, improvement, management, administration, or regulation of any real estate (common area) owned, controlled, or managed by the Association.

The Winona Lakes Property Owners Association Rules, Regulations and Guidelines (hereafter, "Rules and Regulations") are designed to provide pertinent Community information to each owner, tenant, and guest as it relates to their living and use of the Community and the construction of improvement on individually owned property.

Specifically, the Rules and Regulations are intended to:

- Assist in the improvement and promotion of the Community, which is designed for healthful and harmonious residential and recreational living.
- Promote, assist and encourage the collective interest of all property owners in the Community.
- Assist and cooperate the owners of all lots in the Community, improved or unimproved.
- Promote and maintain the natural beauty and physical environment of the Community.
- Promote and maintain the value of all common property, all residential lots and their improvements.
- Prevent harm to the environment or to property values or other adverse effect by nuisances or other conditions detrimental to the health and welfare of the owners.
- Authorize actions as may be desirable and necessary to prevent or abate any conditions which are inconsistent with the Rules, Regulations, and By-Laws, governmental requirements, deed restrictions and applicable law.
- Aid and cooperate with the owners or lots and houses in the Community in the enforcement of these Rules, Regulations, and By-Laws, governmental requirements, deed restrictions and applicable law as now exist or as may be adopted in the future.
- Exercise all rights, privileges, and authority that may be delegated to the Board, Management, or

Committees from time to time by the Community.

- In general, to do everything necessary and proper for the accomplishments of the purposes set forth in the Rules and Regulations.

Questions regarding the Rules and Regulations:

The purpose of the Rules and Regulations is to give all property owners of the Winona Lakes Property Owners Association a clear understanding of their duties, responsibilities, and rights as members of the Association. Winona Lakes Property Owners Association is a not-for-profit corporation, which exists to serve the recreation and leisure needs of the WLPOA Owner Member. The Rules and Regulations are also to be followed by any renter or guest.

Questions regarding the Rules and Regulations or its provisions may be directed to the Winona Lakes Property Owners Association office during normal business hours or correspondence to the Winona Lakes Property Owners Association, 112 Ski Lodge Circle, East Stroudsburg, PA 18302 or by telephone at (570) 588-9309. It is recommended that a copy of the Rules and Regulations be maintained at your community residence (Winona Lakes) for quick referral by yourself, your tenant, or guests.

Definitions:

- **Amenity Badge:** A plastic, numbered identification badge issued to members of individuals authorized by the member, and only issued to members in "Good Standing." Badges are dated for the current year and must be presented when using the amenities.
- **Association:** Shall mean Winona Lakes Property Owners Association (WLPOA).
- **Association Properties:** All real properties owned by or under the jurisdiction of the Association.
- **Board:** Shall mean and refer to the Board of Directors of Winona Lakes Property Owners Association.
- **Common Properties:** All those real properties as are depicted on the subdivision maps or plots of Winona Lakes, or any other name by which the development may have been known, which properties are not subdivided as individual lots.
- **Governing Documents:** Articles of Incorporation, Protective Covenants, Bylaws, Rules and Regulations (which include the Architectural Guide and policies established by the Board of Directors.)
- **Immediate Family:** Brother or sister, child, parent, grandparent, grandchild or a spouse of the deeded owner(s) or other that holds the same legal address as the owner-member (deeded).
- **Lot:** Shall mean and refer to any plot of land shown upon any recorded subdivision of the properties with the exception of Common Properties as heretofore defined.
- **Member in Good Standing:** A member shall be deemed to be in good standing if said member has timely paid all financial obligations of membership and otherwise compliant with rules, regulations and governing documents of the Association. A member is returned to good standing as soon as verified payment is accepted by the Association. The definition stated here shall be all governing standard to which a member's eligibility

to seek elected office, use the amenities, or any other applicable issue, shall be governed. This definition supersedes any and all conflicting provisions of these bylaws. A member shall be eligible to run for the elected office immediately upon return to good standing status, regardless of past status. Social members shall still not be eligible to seek elected offices of the Association.

- **Owner:** Shall mean and refer to the equitable owner (one of more persons or entities) holding title to any lot situated within the properties, whether such ownership be in fee simple or as installment land sales contract vendee, notwithstanding any applicable theory of mortgage and does not mean mortgagee, unless mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- **Owner-Member:** That individual who shall be the voting member of any lot. Nothing herein shall grant to any owner-member more than one vote for each lot owned.
- **Renter:** any duly registered individual(s) or single family who temporarily occupy, via a rental agreement, the improved property of a Winona Lakes property owner. Amenities shall be available to the renter only when the renters are properly registered, and the owner-member is in good standing. Owner-member must turn over privileges in order for renters to use amenities.
- **Schedule "A":** Shall mean and refer to the covenants and restrictions affecting all owners and properties in Winona Lakes.
- **Single Family:** One or more persons related to each other by blood, marriage, civil union, or any other legal instrument constituting an immediate family, together with any domestic servants, all of whom maintain one common household.
- **Social-Member:** A social-member shall be an owner of land adjacent to Winona Lakes, as described in Article I, section 1.2, who requests to join the Association for the purpose of using its social and recreational amenities only. Such members will have no voting rights and shall not be eligible to hold any elected office in the Association.

I. COMMUNITY REMEDIES FOR NON-COMPLIANCE WITH RULES AND REGULATIONS

General — Property owners have an ongoing duty to adhere to the Rules and Regulations. Such duty does not cease with a proposed sale or transfer of the property. If a violation occurs prior to the transfer of title and remains outstanding, the said violation "runs with the land" and will transfer to the new owner. Consequently, any outstanding violations that exist are to be corrected before ownership to the property is transferred.

This Association provides an appeal process for any Association Member who feels that a citation, violation notice, or fine is in error. (See "**Appeal Procedures**") Failure to abide by the Rules and Regulations shall subject property owners and tenants to correction where applicable and/or fine as established by the Board of Directors.

Appeal Procedures (Adopted 01/21/2023) — Violations, penalties, and fines levied by authorized personnel or agents of the WLPOA can be appealed the following way:

- An owner-member will be required to submit a written appeal application to the Management office and/or Community Manager and schedule to attend the next regular Board meeting to present their objection for the violation fine.

- The property owner may submit in advance any pictures or documents to be provided to the Board members before the meeting to appeal occurs or bring no less than 2 copies to be provided to the Management Office and Board members for review during the appeal meeting.
- If he/she is found to be in violation of the approved Rules and Regulations of the Association, the fine will be assessed and required to be paid.
- In the event the owner is found not guilty of said violation, the fine will be removed from their account.
- Failure to appear in person, submit an appeal in writing, or failure to notify the Management office no less than (48) hours in advance of the Board meeting to reschedule within 30 days to present the appeal at the next regular Board meeting will result in a confirmation of the violation and fine and the appeal will be closed.

II. COMMUNITY IDENTIFICATION

WLPOA issued identification cards must always be carried while using any of the recreational facilities or amenities, attending all social events, or found to be on any and all common grounds of the Winona Lakes Property Owners Association.

A. Members' Identification Cards

1. Payment of all current Association dues, fees, assessments, or charges on all property or properties owned, entitles the members to identification cards in accordance with the following:
 - a. Each deeded owner-member(s) and their children living in the same household will be issued identification cards.
 - b. All cards will be null and void if the status of the owner-member changes to "bad standing" or "not in good standing".
 - c. Issued at no additional cost to members
 - d. Lost or replacement IDs are \$10.00 each

B. Guest Passes

1. Guests are defined as any individual not a member of the owner-member's household invited by the resident to the home or property.
2. Four (4) guest passes will be issued annually to the deeded owner-member for use during the fiscal year. Lost or replacement guest passes cost \$3.00 each.
3. **The owner-member must always accompany guests!**

C. Corporation Registration and Corporation and Guest Pass Policy – Approved 6/18/2016

1. In the event any owner is a Corporation, Association, or Partnership, the said owner shall designate which officer, director, or partner thereof shall be and constitute the voting member.
2. That voting member will receive two (2) adult passes, one for the voting Member and one for his/her designated member.
3. The voting member will receive four (4) guest passes.

4. A Corporation Membership Registration Form must be completed before Identification badges and/or guest passes will be issued.

D. Rental/tenant Rules and Regulation Policy – Adopted: 6/20/2015; Amended 3/1/2020; Amended: 01/21/2023

Renters/Tenants: any non-owner occupant of a Winona Lakes residence, where the deeded owner(s) is absent or does not permanently reside at the residence with the non-owner occupant. Such non-owner occupants shall be considered renters/tenants whether they are relatives of the owner(s) or not and whether there is consideration deemed to be rent or not.

1. Only Members in good standing will be eligible to rent out their properties. Member's not-in-good standing found renting out their homes may be subject to the following fines:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

If an Owner Member designates an agent, broker or other individual or firm (Agent) to perform certain tenant acquisition, screening, approval or processing services, then a signed agreement authorizing the Agent to perform such services on behalf of the Owner must be on file in Member Services. Owners Members and their Agents shall exercise due diligence in the screening and approval of all tenants. Repeated violations of W.L.P.O.A. Rules and Regulations by successive tenants of a single Owner Member may limit the ability of both the Owner Member and Agent to conduct future business within the community. The Pennsylvania Real Estate Commission will be informed of any actions by any individual who may be engaged in what may/should be considered licensed activities.

1. Owner Members or their Agents are required to register all tenants with Member Services, no less than five business days prior to the start of tenancy, using only those forms and methods approved by the Association for this purpose. A non-refundable administration fee is due and payable at the time of registration. Any failure to register a tenant as described herein shall constitute a violation of W.L.P.O.A. Rules and Regulations and shall be punishable by a fine of:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

All Owner Members renting out their homes for less than 30 days or less are required to have a current Hotel Occupancy Tax Certificate on file with Member Services. Please see Pennsylvania Department of Revenue for complete details on the applicable taxes and fees. Also, the owner must submit the County and Township permits/license which must also include a Certificate of Occupancy by the appropriate municipality and a Homeowner Insurance Declaration page from their insurance company. All items are required prior to any renting of the property and the required annual permit fee must be submitted. Property owner must always remain in good standing, or the Association permit may be revoked.

Lehman Township and Middle Smithfield Township have passed local ordinances regulating short-term rentals. Owners and Agents of short-term rentals are responsible for maintaining compliance with these ordinances in addition to the requirements of this policy.

- a. Effective March 1, 2020, short-term rentals of 30 days or less will be charged an annual permit fee of \$1,000.00 payable in 4 (four) quarterly payments, payable in January, April, July, and October. Short-term rentals are not allowed to use the amenities.
 - b. Effective March 1, 2020, all properties that have long term rental (31-days or more) will be charged an annual fee of \$150.00 to be billed annually in June.
3. All Owner Members are obligated that all tenants shall be informed of the Rental/Tenants Policy Rules and Regulations of the Association.
4. Owners shall be liable for all fines and assessments duly levied against tenants and their guests for any violation of such Rules and Regulations (e.g., traffic violations and property violations).
5. Subletting by tenants is strictly prohibited. Violations are punishable in accordance with the following fine schedule:

FIRST OFFENSE - \$250.00
SECOND OFFENSE - \$500.00
THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

Regardless the duration of tenancy, a copy of the fully executed written lease agreement or rental agreement between the owner(s) (Lessor) and tenant(s) (Lessee) must be included with the tenant registration form. The lease agreement must include the following language, which shall be binding on both the Lessor and Lessee:

- a. The monetary rental amount/consideration and the exact times and duration days of the lease.
- b. "Lessee has received a copy of the Rules and Regulations of the Winona Lakes Property Owners Association, Inc. and agrees to be fully bound by them. Notwithstanding anything to the contrary included in this Lease Agreement, any violation of such Rules and Regulations by a Lessee, tenant or guest(s) thereof, shall constitute a default under the terms of this Lease Agreement and shall be sufficient grounds to permit eviction of the Lessee by the Lessor."

The Lessee agrees to the Crime Free/ Drug Free Lease Addendum included with the Lease Agreement provided by the Lessor.

Failure to provide the Association with a copy of the written lease agreement and include clauses above will result in a fine in accordance with the following schedule:

FIRST OFFENSE - \$250.00
SECOND OFFENSE - \$500.00
THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

- 6. Owner Members may sign over amenity usage privileges to tenants up to twice a year provided they are in good standing and the tenants are properly registered with Member Services.

7. Property owners, tenants and guests shall not relinquish or otherwise transfer a registration pass to anyone other than the person to whom it was originally issued. Transferring a registration pass to another person and use of such passes by a person other than the one to whom the pass was originally issued, constitutes a violation of the Rules and Regulations and will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

8. The Association reserves the right to refuse entry to the Community to any tenant when the owner fails to be current in membership dues or other assessments, or if the member or tenant fails to comply with W.L.P.O.A. Rules and Regulations, including but not limited to the Crime Free/Drug Free Lease Addendum. The Association also reserves the right to revise and amend the Renter Policy, applicable fees and other requirements contained in this section as provided for in the Association's legal documents.

Rental Fee Schedule:

- Long-Term Tenant/Rental Fee \$ 150.00 (annual)
- Short-Term Tenant/Rental Annual Permit \$1000.00 (annual) May be paid quarterly (\$250.00 quarterly)

III. TRAFFIC AND SAFETY

All licensable vehicles entering the community from public roadways must have valid vehicle registration and license to travel on Winona Lakes roadways.

A. Roadway Use Rule (Approved 4/18/2015)

1. Any individual operating a vehicle on the roadways owned and maintained by the Association must have a valid Driver's License.
2. Any vehicle in operation on the roadways owned and maintained by the Association must have a valid registration.
3. Violations of this Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

B. No Parking in Road Rule (Approved 3/21/2015)

1. No parking is permitted on any roadway within the Association.
2. Members may not park or otherwise obstruct the 10-foot utility and drainage easement which runs along each lot's boundary lines without prior written approval by the Board of Directors.
3. Any vehicle found to be in violation will be towed at the vehicle owner's expense.
4. Violations of this Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00
SECOND OFFENSE - \$500.00
THIRD OFFENSE AND SUBSEQUENT OFFENSES \$1,000.00

C. Dangerous Driving Rule (Approved 6/18/2016)

1. Any individual operating a vehicle on the roadways owned and maintained by the Association at unsafe speeds or in a reckless manner will not be tolerated.
2. Posted speed limits must be adhered to at all times to ensure the safety of all residents within the Association.
3. Violations of this rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00
SECOND OFFENSE - \$500.00
THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

D. Types of Vehicles

1. Recreational Vehicle Use Rule (Approved 4/19/2014)

GENERAL RULE: No recreational vehicle may be used on any Winona Lakes common area, including, but not limited to, its private roads and parking areas. "Recreational vehicle" means any snowmobile, dirt/trail bike, go-cart, mini-bike, moped, golf cart, 3- or 4-wheel all-terrain vehicle (ATV) or utility task vehicle (UTV), as well as any motor vehicle that is not registered for on-highway use.

- a. Unit Owners shall be responsible for their own actions as well as the actions of any family member, tenant, or guest.
- b. Violations of this Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00
SECOND OFFENSE - \$500.00
THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

- c. The Association reserves the right, at any time, to pursue legal action to enjoin the violation of this rule by any person and shall recover attorney fees and costs incurred in the enforcement of said action.
- d. This Rule shall replace and supersede the Association's prior "Policy on ATV's and all other non-complying Pennsylvania Department of Transportation vehicles and devices." Fines assessed under the prior Policy for events that occurred before the enactment of this Rule, however, shall remain valid.

2. Tent, Trailer, Mobile Home or Temporary Structure (BY-LAWS SCHEDULE "A")

No tent, trailer, mobile home, or temporary type of structure of any kind shall be placed or used upon any part of the premises hereby conveyed, at any time. The grantee agrees to remove any

such tent, trailer, mobile home or temporary structure, within five days after such notice from the grantor, and in the event same are not removed within five days, the grantor reserves the right to enter onto the premises hereby conveyed, for the purpose of removed any said objects, and the grantee agrees to pay the reasonable cost of said removal.

3. On-Lot Parking (BY-LAWS "SCHEDULE A")

No unlicensed motor vehicles or farm implements that would tend to degrade the Winona Lakes Development shall be kept on the premises. The grantee agrees to remove any such items within five days after notice from the grantor, and in the event same are not removed within five days, the grantor reserves the right to enter onto the premises hereby conveyed, for the purpose of removing any said objects, and the grantee agrees to pay the reasonable cost of said removal.

IV. COMMUNITY RECREATIONAL FACILITIES AND AMENITIES

The recreational facilities and amenities are provided by the W.L.P.O.A for use of all members in good standing, guests, and registered tenants/renters. Identification cards and guest passes must be available to view by any authorized individual while using any amenity and facility.

Winona Lakes is overflowing with unspoiled green areas, native streams and brooks, and picturesque lake areas, plus recreational facilities that add to peaceful country living. These facilities include indoor and outdoor pools, lakes for fishing, boating (non-motor), swimming, picnic areas, children's playground, tennis courts, basketball court, and a Clubhouse that houses our Administration Office.

A. Rules for Activities at Clubhouse and Common Areas (Approved 6/21/2014)

The following rules are adopted regarding conduct within the Clubhouse and all common areas of the Association:

1. No person shall disrupt or prevent any Association approved activity at the Clubhouse or on all common areas of the Association.
2. Audio and/or video recording is strictly prohibited inside the Clubhouse building or on all common areas of the Association without prior authorization of the Board of Directors.

Each violation of either of the above stated Rules carries a \$250.00 fine

B. Trespassing on Common Areas (Approved 6/21/2014)

1. Any owner-member found to be entering common areas after posted hours shall be subject to the fine schedule below.
2. Any non-owner individual found to be in an area closed under the hours posted by the Board of Directors shall be subject to arrest.

3. Violations of this Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

C. Owner-Member Amenity Use (Approved 1/17/2015)

1. Owner-member must be in good standing to gain access or attempt to gain access to any and all amenities within the Association.
2. Owner-members must be in good standing to gain access or attempt to gain access to any and all amenities within the Association for guests including but not limited to the clubhouse, swimming pools, tennis courts, basketball courts, ponds and lakes, baseball field, playgrounds, and any other area listed by the Association as common ground.
3. Violations of this Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

D. Owner-Member Guest Pass Use (Approved 6/21/2014)

1. Owner-members must accompany guests using guest passes at any and all amenities and on any common grounds within the Association.
2. Guest passes may not be sold.
3. No person owing a debt to the Association, nor any member of that person's household, may use a guest pass of a member in good standing.
4. Any owner-member who goes into bad standing with the Association will have guest passes revoked immediately.
5. Violations of this Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

E. Smoking Rule (Approved 2/21/2015)

1. The clubhouse is a smoke-free building.
2. All use of tobacco and/or nicotine products (including but not limited to cigarettes, e-cigarettes/vaping, and chewing tobacco) is prohibited within a Fifty-foot (50') perimeter of the clubhouse and outdoor pool area other than the designated smoking area.
3. Violations of this Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

F. Boating and Fishing

Owner-members are permitted the privilege of boating, bathing, fishing, and ice skating in and on the waterways on the premises of which this lot is a part of the privilege of using the playgrounds and public areas shown on the filed maps of Winona Lakes. None of the foregoing privileges shall be engaged in for any commercial purpose whatsoever, and no boats powered by internal combustion engines shall be used on the waterways. The grantees of waterfront lots are hereby granted the privilege of erecting and maintaining a dock into the waterways, adjoining each such waterfront lot, subject to having first obtained written approval of the grantor as to design, size, location and specifications of said dock, and thereafter the said dock shall be maintained in attractive manner. The grantee agrees to remove any nonconforming dock or similar structure within fifteen days after notice from the grantor, and in the event same are not removed, the grantor reserves the right to enter onto the premises hereby conveyed, for the purpose of removing said dock or structure, and the grantee agrees to pay reasonable cost of said removal. The grantor reserves the right to convey the ownership or control of said waters and/or playgrounds and public areas to the property owners' association, with reservations.

All persons fishing within Winona Lakes Property Owners Association must carry current Association IDs along with their Pennsylvania fishing license (required of all fisherpersons 16 years of age or older). Violators are subject to a citation from authorized Association personnel.

1. Catch & Release Rule — Bass (Approved 3/21/2015)

- a. All bass of any species caught in the waterways, pond and lakes of the Winona Lakes Property Owners Association shall be immediately released.
- b. Violations of this Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000

V. SAFETY AND QUIET ENJOYMENT

A. Gun Discharge Rule (Approved 10/17/2015)

GENERAL RULE: Firing of guns of any kind is always prohibited on the premises hereby conveyed, and on the premises of which this lot is a part, except in areas specifically reserved for that purpose.

1. Unit Owners shall be responsible for their own actions as well as the actions of any family member, tenant or guest.
2. Violations of this Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000

3. The Association reserves the right, at any time, to pursue legal action to enjoin the violation of this rule by any person and shall recover attorney fees and costs incurred in the enforcement of said action.

B. Use of Fireworks (Approved 1/1/2019)

GENERAL RULE: The use of all fireworks is prohibited in Winona Lakes P.O.A.

1. Unit Owners shall be responsible for their own actions as well as the actions of any family member, tenant, or guest.
2. Violations of the Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

C. Compliance with Staff Directives (Approved 08/15/2020)

GENERAL RULE: Directives given by any on-duty Association staff member on the common areas must be followed, including, but not limited to, any directive that (1) a person leave a common facility or (2) a vehicle operator stop his/her vehicle, identify him/herself and provide a driver's license, proof of insurance and proof of registration.

1. Owner-Members shall be responsible for their own actions as well as the actions of any family member, tenant, or guest.
2. Board Members shall be responsible for their own actions as well as the actions of any family member, tenant, or guest.
3. Violations of this rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000

D. Conduct (Approved 08/15/2020)

GENERAL RULE: All persons must conduct themselves in a courteous and polite manner while on the Association's common areas, all association meetings and/or events, and all electronic communications. No conduct or activity may occur that is (1) unruly, (2) unreasonably noisy, (3) obscene, or (4) likely to make a person feel degraded, discriminated, or afraid for his/her safety.

1. Owner-Members shall be responsible for their own actions as well as the actions of any family member, tenant, guest, or board member.
2. Board Members shall be responsible for their own actions as well as the actions of any family member, tenant, or guest.
3. Violations of this rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000

4. The Association reserves the right to refuse entry to and/or eject person(s), including the suspension of owner- member's right to use common elements or other association amenities, for a reasonable

period of time, in reasonable circumstances including without limitation for health and safety, anti-social behavior or licensing reasons; any person(s) behaving in a manner which has or is likely to affect the enjoyment of other persons at Winona Lakes Property Owners Association; use of threatening, abusive or insulting words or mannerisms; acting adversely under the influence of alcohol or drugs; failure, when required, to produce proof of identity or age.

- a. If the suspension of rights is the result of an owner failing to comply with a provision of the association's governing documents, the board must provide written notice and an opportunity for a hearing to the owner, prior to suspending the owner's right to use the common elements.
5. The Association reserves the right, at any time, to pursue legal action to enjoin the violation of this rule by any person and shall recover attorney fees and costs incurred in the enforcement of said action.

VI. NUISANCES

The Winona Lakes Community and its owners have an obligation to maintain both the common facilities and individually owned properties in a condition which presents attractive nuisances, is aesthetically pleasing and enhances the concepts of ecological and environmentally sound principals.

A. Animals — Livestock — Poultry

No animals shall be kept on any lot other than commonly accepted domestic pets.

B. Signs

No signs of any type shall be erected or maintained on the premises. The grantee agrees to remove any signs within five days after notice from the grantor, and in the event same are not removed within five days, the grantor reserves the right to enter onto the premises hereby conveyed, for the purpose of removing such signs, and the grantee agrees to pay the reasonable cost of said removal.

C. Littering on Common Grounds Rule (Approved 10/17/2015)

GENERAL RULE: Garbage, debris and/or junk is prohibited from being dumped on any common ground of the Association or improved/unimproved lot located within the Association.

1. Unit Owners shall be responsible for their own actions as well as the actions of any family member, tenant or guest.
2. Violations of this rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000

3. The Association reserves the right, at any time, to pursue legal action to enjoin the violation of this rule by any person and shall recover attorney fees and costs incurred in the enforcement of said action.

D. Unsightly Property Rule (Approved 2/21/2015)

1. The Winona Lakes Property Owners Association Covenants Schedule A #11 states that all garbage, trash, and rubbish shall be kept in sanitary containers at all times, and promptly removed. No unlicensed motor vehicles or farm implements, and no junk, building materials or other items that would tend to degrade the Winona Lakes Development, shall be kept on the premises. The grantee agrees to remove any such items within five (5) days after notice from the grantor, and in the event same are not removed within five (5) days, the grantor reserves the right to enter onto the premises hereby conveyed, for the purpose of removing any said items, and the grantee agrees to pay the reasonable cost of said removal.
2. In addition to paying reasonable cost of said removal, Owner-members found to be in violation of this rule will be subject to a fine in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THRD OFFENSE AND SUBSEQUENT OFFENSES - \$1,000.00

E. Residential Trash and Recycle Containers

1. All property owners and long- or short-term renters will be required to place trash and recycle containers out no sooner than the night before trash collection day, and bring them back in by the morning after collection day. All trash and recycle containers must always remain on the owner's property and NOT in the roadway. No exceptions.
2. Violations of this Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES \$1,000.00

F. Dumpster/Large Waste Container Rule (Approved 2/21/2015)

1. Dumpsters are not permissible on properties within the Association for removal of household garbage.
2. If an owner-member wishes to place a dumpster on their property for removal of construction materials, they may do so for a period up to fourteen (14) days from the date of placement.
3. If an owner-member wishes to place a dumpster on their property for removal of construction materials for a period longer than fourteen (14) days, a permit must be obtained by the Association prior to placement.
4. Violations of this Rule will be fined in accordance with the following schedule:

FIRST OFFENSE - \$250.00

SECOND OFFENSE - \$500.00

THIRD OFFENSE AND SUBSEQUENT OFFENSES \$1,000.00

APPLIES TO ALL HOUSEHOLD MEMBERS, GUESTS, CONTRACTORS, AND PERSONNEL

ALL FINES ARE SUBJECT TO CHANGE WITH BOARD APPROVAL