

*Rules Effective 1/1/14*

## BEECH MOUNTAIN LAKES ASSOCIATION RULES AND REGULATIONS

These rules are based on the Protective Covenants that run with the land and are enforceable in a Court of Law. Since all Property Owners have received a copy of the Traffic, Property and Nuisance Violations, and the summary covenant description, there will be no warning Citations (At the discretion of the Security Officer). All fines must be paid in full, or Appealed for hearing before the BMLA Appeal Committee Board in writing within thirty (30) days from the issue date of the citation. All Property Owners are responsible for their guests and renters adherence to these Traffic, Property and Nuisance Violations and are obligated to inform and provide guests and renters with current copies. Copies may be obtained at the Administration Offices.

**Solicitation:** Absolutely no solicitation within Beech Mountain Lakes Association property.

**Firearms:** No firearms, bow and arrows, air/BB guns, Paint Ball guns, Pellet guns or similar weapons may be discharged within BML property, except in designated areas. Hunting on BMLA Unit I property is further prohibited. Violation of this regulation will result in fine of \$500.00.

**Boating and Lake Regulations:** Anyone using the Lake does so at their own risk. All watercraft activities must cease on the Lake during electrical storms and other hazardous conditions. No child under the age of 14 will be permitted in a rented watercraft unless accompanied by a person 18 years of age or older. No privately owned gasoline powered boats are permitted on the Lake. No boat longer than 24 feet in length is permitted on the Lake. All watercraft must have USCG approved lifejackets or flotation devices for each occupant in the craft and comply with all the rules and regulations of the Boat and Fishing Commissions of the Commonwealth of Penna., the US Coast Guard and the BMLA. All fishing tournaments to be held on the BMLA Lake are to be sponsored by the BMLA Sports Club and must be approved by the BMLA Board of Directors. Daily or yearly guests must obtain a boating permit prior to using the Lake. Failure to display a current BMLA permit is subject to a twenty-five (25) dollar fine and loss of privileges. Only Association Members in good standing can use the Lake. Violators are subject to fines and prosecution for trespassing. All watercraft in use must stay 50 feet from private docks and 50 feet away from marked swimming areas except to take out or to return boats to mooring locations. All boats are to be secured to an approved lakefront private dock or wet-slip provided by BMLA, (no boats shall be anchored off shore and unattended for a period of greater than 12 hours). All watercraft except those moored at private docks are to be removed from BMLA waters by the last weekend in October. No boat shall be stored on BMLA Common areas/roads without written permission from BMLA General Manager. Violations are subject to \$100.00 first offense, second and subsequent violations are subject to a fine of \$300 and potential loss of member privileges.

**Nuisance and Disorderly Conduct 13.5, 13.27.4:** No person (s) may conduct themselves in such a manner that the use and enjoyment of others, as for example (but not limited to), producing loud noises, engaging in boisterous conduct, late hour parties, raucous behavior and the like. There is an initial fine of \$50. Persistence in such conduct will cause a suspension of privileges and or removal from the property and up to a \$300 fine.

**Animals and Pets 13.7, 13.27.3:** All pets must be confined to the owner's property or on a leash. No person shall allow any dog or cat owned by them or under their control to defile, befoul, corrupt or otherwise desecrate any public, private property of another or the common area of the Association. Animals are not permitted on the beach or in the clubhouse or condominiums. Barking dogs will not be tolerated. Initial fine of fifty (50) dollars with subsequent violations subject to fines up to \$300.00.

**Littering and Unsightly Use 13.9, 13.22, 13.25, 13.27.6:** No littering. All household trash and garbage must be disposed of by the owner with a local hauler. Building waste, brush and household furnishings must be disposed of properly. The burning of trash is prohibited. Improper disposal of trash/and or burning shall constitute littering and is subject to fine. Community dumpsters are for the exclusive use of the Association, with unauthorized use being subject to a littering fine. Initial violation is subject to a one hundred (\$100) Dollar fine with subsequent violations up to \$300.

**Traffic Control, Motorized Vehicles and Parking 13.8, 13.27.7, 13.27.8:** All State of Pennsylvania Traffic Regulations apply. No vehicle shall be parked on any street in the Unit I development unless authorized by the ACC. Violations to section 13.8 and 13.27.8 are subject to a minimum fine of fifty (50) dollars for the initial infraction with violators also subject to being towed at the owner's expense. Property owner's window stickers and guest/renter vehicle passes must be visible and displayed in or on the vehicle while on BMLA property. **Failure to display a current sticker or pass is subject to a fine of one hundred (100) dollars and the vehicle owner may be required to provide proof of property ownership or be subject to trespass.** No passing is permitted of vehicles in the same direction of travel and careless driving are each subject to the 1<sup>st</sup> violation fine of fifty (50) dollars, 2<sup>nd</sup> violation of one hundred (100) dollars with subsequent violations up to \$300 dollars. **Failure to stop at a stop sign is a fine of one hundred (\$100).** **THE MAXIMUM SPEED LIMIT ON BMLA PROPERTY IS 25 MPH.** Speed violations are subject to a minimum \$45 fine plus mileage charges a per PaVC Section 3362, subsection A-3 Speeding Fine Scale. Meeting, overtaking or passing a School Bus while discharging passengers (and at an intersection) with it's red signal lights flashing is subject to a two hundred fifty (250) dollar with subsequent violation up to \$300.

**Recreational Vehicles:**

Recreation Vehicles (mini bikes, snowmobiles, trail bikes, ATV's) licensed/unlicensed are prohibited on BMLA property and are subject to a \$100 fine for the first offence, \$200 fine for the second and \$400 for the third and subsequent offences.

**EXCEPTION TO THE RECREATIONAL VEHICLE REGULATION WILL BE MADE IF THE VEHICLE IS BEING USED FOR EMERGENCY SERVICE OR SNOW PLOWING.**

**Removal of Trees 13.12:** No tree over six (6) inches in diameter may be cut down without the prior written consent of the ACC. Removal of one or more trees without ACC written approval is subject to a fine of up to one thousand (1,000) dollars per tree and three (3) replacement trees must be planted for every tree removed that is over six (6) inches in diameter. The replacement trees must be three (2) inches or greater in diameter measured three (3) feet above the ball of the tree. Replacement conifer trees must be at least five (5) feet tall above the ball.

**Ditches and Swales 13.15:** Each property owners shall keep any drainage ditches and swales located on his property free and unobstructed and in good repair and shall provide for the installation of such culverts upon his property as may be required by the ACC. Should the property owner be notified of a violation, subject corrections are to be made within 30 days of the date of notice. BMLA is authorized to maintain restore or repair any property with the property owner being billed for all cost plus an additional 15% administration fee. None payment by the property owner is subject to late fees and possible loss of use to the common areas.

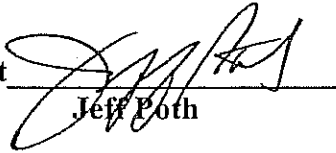
**All Violations to Covenants and or Rules and Regulations not specifically covered by Approved Board Resolution 8.0, 13.0:** Each cited violation of the covenants and or rules and regulations not specifically covered by a Board passed resolution shall have a fine not to exceed fifty (50) dollars for the first violation (a warning maybe issued), with payment and/or remedial action required completed prior to thirty (30) days from date of citation. Subsequent violations are subject to a fine up to \$300 and restriction of member's privileges. **EXCEPTION:** Violations of quiet time on Sunday, where no

construction is to be performed by contractors, the 1<sup>st</sup> violation is subject to a fine of two hundred (200) dollars and the 2<sup>nd</sup> and subsequent violations a fine of four hundred (400) dollars.

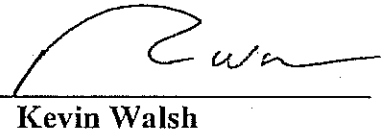
**All fines imposed as a result o violations to the Covenants and Rules and Regulations may be appealed to the Appeals Committee Board for hearing and resolution and must be submitted in writing within the thirty (30) day citation period to the Administration office.**

**Revised (Fines for Boating, Nuisance & Disorderly Conduct, Animals/Pets, Firearms and Littering/Unsightly) approved at the October 23, 2013 meeting. New fines will begin January 1, 2014.**

President

  
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Jeff Poth

Secretary

  
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Kevin Walsh

Resolution  
Of  
The Board of Directors  
Of  
Beech Mountain Lakes Association  
In  
Drums Pennsylvania  
Adopting The Policy for  
Animals and Pets  
Sections 13.7, 13.27.3, and 13.27.4

Adopted ~~July 26~~, 2003  
*August 19*

The Association pursuant to Pennsylvania Law has adopted the following resolution, at a regular meeting of the Board of Directors.

RECITALS:

(A) The Beech Mountain Lakes Protective Covenants, Declarations, and Rules and Regulations, from here on referred to as the "Documents", describe the General Use Restrictions applicable to property owners.

(B) The Beech Mountain Lakes Association, from here on referred to as the Association, Under Sections 13.7 Animals, 13.27.3 Pets, and 13.27.4 Nuisances of the Documents shall have the right to take such steps as are reasonably necessary to ensure the health and well being of the community.

(C) The Architectural Control Committee, from here on referred to as the ACC, Under Section 13. of The Beech Mountain Lakes Protective Covenants the Power to implement General Use Restrictions including Section 13.7 and 13.27.

(D) The Beech Mountain Lakes Association community is in need of a uniform policy for the control of Pets and Household Animals in Unit I.

(E) The Property Owner, under Section 13. of the Documents, is charged with certain responsibilities regarding the care, safety, and welfare of all property owners, and preservation of property within Beech Mountain Lakes Association in Drums, Pennsylvania.

(F) The Board of Directors and the Architectural Control Committee wish to adopt a uniform policy for the control of Household Animals and Pets to ensure the health and well being of the community.

(G) This policy shall include:

- (1) General Rules and Definitions
- (2) Specific Restrictions
  - a) Animal Confinement
  - b) Nuisance and Unreasonable Disturbance
  - c) Defile and Befoul Property

- (3) Implementation
- (4) Schedule of Fines
- (5) Cost Recovery
- (6) General Manager Implementation
- (7) Disclaimer
- (8) Effective Date

The Board of Directors and the Architectural Control Committee wish to adopt a uniform policy for the control of Household Animals and Pets to ensure the health and well being of the community.

NOW, THEREFORE, BE IT RESOLVED that the ASSOCIATION does hereby adopt the following policy.

#### 1. General Rules and Definitions

- a. A Domestic Animal is any dog or cat which primary purpose is as a pet in a residential home (No poultry, equine animal, bovine animal, sheep, goat or porcine animal shall be considered a domestic animal).
- b. All dogs must be licensed pursuant to the State Law.
- c. All Dogs and Cats must be inoculated for rabies, distemper, or any other dangerous diseases.
- d. All Pets (Dogs and Cats) must have some type of identification (Tag, Tattoo, or Band) as to the owner's name ( at least the first initial and last name in full).
- e. Parents and Guardians of any minor claiming ownership to any domesticated animal will be held responsible for such.
- f. Animals shall total no more than three (3) eight (8) months of age or older on their premises.
- g. No animals, livestock, poultry of any kind, or any animal not considered a household pet or domesticated animal shall be raised, bred or kept on any lot. No animal shall be kept for commercial purposes.
- h. No animals whatsoever will be permitted in the pool areas, on the beaches, on the picnic areas or other designated recreational areas.
- i. Any unleashed or leashed animal acting in a threatening manner, biting, or causing injury shall be deemed an aggressive animal. Any consequential injury sustained by this animal shall be the responsibility of the owner. Any consequential injury sustained or caused by this animal shall or may cause the owner of this animal to be responsible for any incurred liability.

#### 2. Specific Restrictions

- a. **Animal Confinement** - All Pets (Dogs and Cats) must be confined to the owners property or walked on a leash. Any stray dog or cat picked up by Beech Mountain Lakes Security will be turned over to the proper authorities.
- b. **Nuisance and Unreasonable Disturbance** - It shall be ~~unlawful~~ to own, harbor, or  
*a violation.*



keep in custody any animal which disturbs the peace by excessive barking, howling, or making loud noises to the annoyance and discomfort of any person in Beech Mountain Lakes Unit I. Continuous barking, howling, or making loud noises by any animal for ten (10) minutes or more shall be deemed to disturb the peace.

- 1) The complainant will call security and the security patrol will contact the home in question and inform them of the reported disturbance. Any person may report the complaint, however they must identify themselves for the verbal warning to be issued.
- 2) All further complaints beyond the initial warning will be in writing and shall identify and specify the residence of the animal's owner, keeper or custodian of the animal if known, and may specify the residence and name of the person making the complaint. This written warning by security will be delivered to the residence. If the owner is not home, Security will leave the written complaint. This form will contain the date, time, type of complaint and the fines which apply should the violation continue, along with any remarks deemed necessary. The owner is required to contact Security within 24 hours of this complaint and acknowledge remedial action to be implemented. Failure to do so is subject to the minimum fine established in the fine structure. All further written complaints shall be considered separate violations per this regulation.
- 3) Any pet causing or creating a nuisance or unreasonable disturbance on the Common Area or any Community Common Area shall be permanently removed from the premises upon three (3) days written notice from the Association Board to the owner of the property containing such pet and the decision of the Association Board shall be final. No dog, or cat shall be allowed to be a nuisance by sound or action of any nature whatsoever regardless of the place where said nuisance occurs.

c. **Defile and Befoul Property** - No person shall allow any dog or cat owned by them or under their control to defile, befoul, corrupt, or otherwise desecrate any sidewalk, walkway, or public or private property of another or the common property of the Association or to destroy or damage the property of another.

**3. Implementation** - The Association Security and or the General Manager will issue citations defining the violation and providing the details of the infraction. The property owner shall be notified of the infraction via certified mail return receipt, and/or first class mail. The notification letter will identify:

- 1) the infraction(s) being cited including citation number if applicable,
- 2) the property owner's right to appeal the citation or pay the fine within thirty (30) days from the date of the action,
- 3) The property Owners' obligation to the Creation of Personal Liability and Priority of Liens as per Section 7.14 of Document.

**4. Schedule of Fines** - The following fines are established for violations controlled by this resolution, and are subject to additional cost of \$10.00.

- A) First written violation of any item in this resolution is subject to a fine of no less than twenty-five (25) dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- B) Second and following written violations are subject to fines up to Three Hundred (300) dollars.

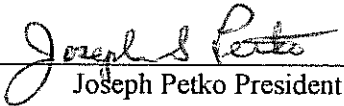
5. **Cost Recovery** - The Association shall have the authority per section 7.14 to collect any charge, late fee, attorney's fee and any costs associated with the collection process. All costs associated with the citation and it's enforcement are subject to the provisions of Section 7.18 Non-Payment of Assessments and Other Charges, whereas a charge not paid when due shall be deemed delinquent, a late fee of \$25.00 will be imposed, and the rights of the owner to use the common areas may be suspended

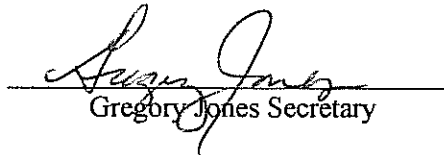
6. **General Manager Implementation** - The General Manager and Administration will maintain a file and track the process to ensure that the policy is being implemented uniformly, accurately and in compliance with BMLA Covenants and By-laws.

7. **Disclaimer** - Nothing in this policy shall be interpreted to negate any other portion of the Documents of the Association.

8. **Effective Date** -This policy shall be effective the first day after the execution of this resolution.

IN WITNESS WHEREOF, the undersigned have executed this Resolution the <sup>9<sup>th</sup></sup>~~20<sup>th</sup>~~ day of August, 2003.

  
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Joseph Petko President

  
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Gregory Jones Secretary

## PETS

1. A. Dogs must be licensed after 6 months of age pursuant to the state dog law.  
B. Cats without Identification must be confined to the house unless leashed by the owner.
2. All dogs remaining in PA over 6 months must have a PA license pursuant to state law.
3. All pets must be confined to the owners property or walked on a leash.
4. Dogs should be curbed in wooded areas and not in front of or proximal of homes. Be kind to your neighbors and clean up accidents.
5. No animals, livestock, poultry of any kind, or any animal not considered a household pet or domesticated animal shall be raised, bred or kept on any lot. No animal shall be kept for commercial purpose.
6. No animals whatsoever will be permitted in the pool areas, on the beaches, at the picnic areas or other designated recreational areas. Example: service animals (seeing eye dog.)
7. Any stray dog or cats picked up by Beech Mountain Security will be turned over to the proper authorities within 24 hours.
8. Disturbance of the peace---It shall be unlawful to own, harbor or keep in custody any animal which disturbs the peace by excessive barking, howling, or making loud noises to the annoyance and discomfort of any person in Beech Mountain. Continuous barking, howling or making loud noises by any animal for 10 minutes or more shall be deemed to disturb the peace. The complainant will call security and they in turn will call the home of the disturbance.
9. A. Any person may request security personnel to warn any person who shall own, harbor or keep in custody any animal which disturbs the peace by barking, howling or making any other loud noises to the annoyance or discomfort of persons in Beech Mountain. Person reporting the complaint must identify them self and this will be considered the first offense.  
B. Second offense - A written warning by security of the charge will be delivered to the residence.  
C. If the owner is not at home, security will leave the written complaint. This form will contain date, time, type of complaint and fines and remark deemed necessary. The owner is to contact security within 24 hours of this complaint.



- D. All further requests will be in writing and shall identify and specify the residence of the owner, keeper or custodian of the animal, and may specify the residence of the person making the complaint.
  - E. Any pet causing or creating a nuisance or unreasonable disturbance on the Common Area or any Community Common Area shall be permanently removed from the premises upon three (3) days written notice from the Association Board to the Owner of the property containing such pet and the decision of the Association Board shall be final. No dog, cat or other pet shall be allowed to be a nuisance by sound or action of any nature whatsoever regardless of the place where said nuisance occurs.
  - F. Number of animals on the premises: It shall be unlawful to keep more than three (3) dogs or three (3) cats ---six months of age or older on any premises.
10. Any unleashed or leashed animal acting in a threatening manner, biting or causing injury shall be deemed an aggressive animal. Any consequential injury sustained by this animal shall be the responsibility of the owner.
11. An unleashed animal acting in a threatening manner, biting or causing injury may be deemed an aggressive animal. Any consequential injury sustained or caused by this animal shall or may cause the owner of this animal to be responsible for any incurred liability.