



Golden Oaks Village Property Owners Association

3 Keystone Commons
White Haven, PA 18661

Rules & Regulations

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Section I Purpose and Authority

In order to preserve the character of Golden Oaks Village and for the protection of the value of all Dwelling Units, Yard Areas, and Common Areas therein, Golden Oaks Village Property Owners Association (GOVPOA) hereby declares that Golden Oaks Village and all residents of Golden Oaks Village, pursuant to the powers and authority conferred by the Uniform Planned Community act, shall be subject to the following Rules and Regulations, in addition to all current covenants, easements and restrictions of record, all of which shall be perpetual in nature and run with the land. In the event of a conflict, Federal, State and Local Laws and Acts, the GOVPOA Declaration and By-Laws shall prevail, in that order.

Section II Definitions

All terms not specifically defined herein have the same meanings as in the PA Uniform Planned Community Act and GOVPOA Declaration, as it may be amended.

2.1 **Commercial Vehicle:** A commercial vehicle is any vehicle displaying commercial license plates or one that is used in a business and is clearly marked as such.

2.2 **Common Area:** Any real estate within a planned community which is owned by the association or leased to the association. The term does not include a unit.

2.3 **Common Facility:** Any structure located within the community which is owned by the association or leased to the association. The term does not include a unit.

2.4 **Common Parcel:** Any real estate owned by the association that is enclosed by units on all sides.

2.5 **Community Bulletin Board:** A device that is used to convey information to the residents.

2.6 **Dwelling Unit:** A residence owned by one family, individual or corporation and designed to be occupied by one family or individual.

2.7 **Golden Oaks Village (GOV):** The Planned Residential Community as defined by the Declaration.

2.8 **Golden Oaks Village Lot Owner:** A person that owns an undeveloped lot with GOV.

2.9 **Golden Oaks Village Resident:** A person that maintains a residence within GOV.

2.10 **Guest:** A person staying with a GOV resident.

2.11 **Manufactured Homes:** Houses built in a factory meeting HUD standards. These homes are built on a chassis or frame and then transported to a home site. They may or may not be put on a permanent foundation. These homes used to be known as Mobile Homes.

2.12 **Modular Homes:** Houses built in a factory meeting local building codes. They are usually transported to the home site on a flat-bed truck and placed on a permanent foundation. These homes resemble stick-built homes in every way and may be multiple stories.

2.13 **Moving Containers:** Any container used to assist in moving from or to a unit in Golden Oaks. These containers include, but are not limited to, PODS, Trailers, moving vans, rental vans and CONEX boxes.

2.14 **Qualified Resident:** A resident that meets the qualifications for unit ownership.

2.15 Yard Area: All property within a unit not covered by the Dwelling Unit.

Section III General/Community

- 3.1 Contractor Interaction: All comments about a GOVPOA contractor's performance shall be addressed with the Secretary of the Executive Board. If that person is not available, any other member of the Board shall be contacted. Residents are **NOT** to direct the work of any GOVPOA contractor while they are conducting Association business. Hiring contractors in this area that can handle the scale of work at GOV is very difficult. Negative interaction with these contractors by our residents may cause these contractors to reconsider working here. Residents may hire a GOVPOA contractor to perform private work on their property and they may direct the contractor while they are performing that private work.
- 3.2 Commercial activities: No resident shall do work or conduct any activity which would affect or alter the residential character of GOV or jeopardize the soundness or safety of another Dwelling Unit or any Common Facility, or which would impair any easement, or encroach upon any Yard Area or Common Area.
- 3.3 Offensive activity: No obnoxious or offensive activities shall be carried on, in or upon GOV, or in any Dwelling Unit, Yard Area or Common Areas which may be or may become an annoyance or nuisance to any other Resident or interfere with the peaceful possession, rights, comforts, or conveyances and proper use of GOV by its other Residents.
- 3.4 Outdoor Burning: No outdoor burning is permitted at any time. This is to include, but not limited to, bon fires, camp fires or leaf burning. Fires are permitted in a barbecue or fire-pit manufactured expressly for that purpose.
- 3.5 Noise abatement: No Resident shall make or permit any disturbing noises to be made in GOV, nor shall any Resident do or permit anything to be done that will interfere with the rights, comforts, or conveniences of either Residents or Owners. However, snow removal shall be allowed to proceed at any hour deemed appropriate by the contractor, despite any noise disturbance. This exemption includes snow removal from streets, driveways and sidewalks. It is essential that the Association provide for access by emergency vehicles to individual homes.
- 3.6 Access to common areas: There shall be no obstruction of access to the Common Areas in and through the Street System or the Sidewalks or Common Parcels.
- 3.7 Pets: Indoor/house pets are permitted in GOV. All pets shall be kept under control on Resident's property at all times, and kept on a leash when being exercised and/or walked. Containment of any pet in any Yard Area by chain and/or fenced area is not permitted. The pet owner shall dispose of excrement on any street, yard area or Common Area in an appropriate manner. This includes the pet owner's own yard since an ever increasing amount of excrement is bad for the grass and an impediment to the lawn care workers. Pets shall not be permitted to annoy other Residents with consistent clamor or any other inappropriate actions that would interfere with the rights, comforts, or conveniences of other Residents or Owners. If a pet becomes a nuisance to other Residents or Owners, and the Association has received three (3) documented complaints pertaining to this pet, the Association retains the right to have the pet removed from GOV.

- 3.8 Fences: No fences shall be erected on any Lot anywhere within GOV without written approval of the Association.
- 3.9 Signs: No signs, except those describing or locating the Common Areas/Facilities, streets in the Street System, required highway signs and the Developer's sales office shall be permitted within GOV. The Developer may place advertising signs along State Route 940 as long as they are in compliance with Township Ordinances. Real estate For Sale or For Rent signs, limited to 3 square feet, shall be permitted with the prior written permission of the Executive Board. Signs must be located within 10 feet of the front of the house, in a shrub bed or on the front porch railing, but NOT in a lawn (grass) area. Exceptions to this rule may be considered by the Executive Board if the homeowner has difficulty complying with it. Dwelling Units, or Lots, for sale or for rent may be listed on the community's website. Open houses, hosted by Real Estate agents, are allowed with the prior written permission of the Executive Board. One sign, advertising the open house, may be posted along State Route 940 at each of the GOV entrances and one sign at the open house property, and directional signs interior to GOV as necessary. These signs are limited to 3 square feet in size and may be erected no more than 2 days before the open house and shall be removed at the end of the day of the open house. Estate sales are to follow the same rules as an Open House.
- 3.10 Guns, Hunting & Camping: Neither hunting nor discharging of firearms shall be allowed anywhere on GOV property. Overnight camping shall not be permitted on the Common Parcels by any Owner or Resident, or by any guest of any Owner or Resident. Dwelling Units and Yard Areas shall be used only and solely and exclusively for residential purposes, and no Owner or Resident shall engage in, or permit any other person to be engaged in any business, profession, trade or craft in or on any Lot or on any Common Area without the express written consent of the Association.
- 3.11 Feeding wild life: Pennsylvania State law prohibits providing food to bears and strongly discourages the feeding of other wildlife. In reality, providing food to the deer and birds is actually providing food to the bears as they will access any feeder that is present. **PLEASE** keep our community safe and do not provide feeding stations for any form of wildlife.
- 3.12 Communications with the Executive Board: In order to make communications with the Executive Board more effective, the following guidance is provided. If the issue is of a non-urgent matter, please use the "Comments or Complaints" form in Appendix E. This form can be downloaded and printed from the RESIDENTS ONLY page of the GOV website (www.govpoconos.org) or obtained from the bulletin board in the clubhouse. If the issue is urgent, please call a member of the Executive Board. The matter is considered urgent if the issue must be resolved within a few minutes.
- 3.13 Contact information for the Executive Board: It is critical to the operation of the Association that the Executive Board has current contact information for our property owners. If any of your information has changed, please use the "Association Communication Form" in Appendix E. This form can be downloaded and printed from the RESIDENTS ONLY page of the GOV website (www.govpoconos.org) or obtained from the bulletin board in the clubhouse.
- 3.14 Advertising on the GOVPOA website: Property owners are allowed to use the GOVPOA website for advertising items for sale or posting their home for sale. Please use the "WEB SITE ADVERTISING RELEASE FORM" for selling an item. In addition to this form, use the "POSTING OF REAL ESTATE ON THE GOVPOA WEB SITE" form. Both of these forms are in APPENDIX E. These forms can be downloaded and printed from the RESIDENTS ONLY page of the GOV website (www.govpoconos.org) or obtained from the bulletin board in the clubhouse.

Section IV Property Owner's Association

4.1 Age:

- 4.1.1 No Dwelling Unit shall be occupied by a minor child or children (under 18 years of age) for any period of time in excess of thirty days without the prior consent of the Association.
- 4.1.2 Each of the Dwelling Units shall be occupied only by living groups in which one of the Residents shall be a Qualified Resident. Provided, however, that in the event of the death or permanent or long term absence of the only or last remaining Qualified Resident in any Dwelling Unit, for reasons beyond the control of such Qualified Resident, the Association may, upon request, suspend this requirement for a period or periods of time, reasonable under the circumstances, to permit the Owner to sell, lease or rent the Dwelling Unit.

Section V Vehicle

5.1 **Commercial Vehicles:** No commercial vehicles may be parked overnight within GOV. No boats, trailers, campers, motor homes or recreational vehicles may be parked or stored within GOV without the prior written consent of the Association. Moving Containers may be placed in the driveway of a unit for a maximum of 7 days to assist the owner during the moving in/moving out process, with prior notification to the Executive Board.

5.2 Parking:

- 5.2.1 All motor vehicles shall be parked within a driveway on a Lot or in designated spaces in Common Areas, which includes the gravel shoulders alongside roadways. Vehicles may not be parked in Common Areas for longer than one week without the written permission of the Association.
- 5.2.2 No unlicensed motor vehicles shall be parked or stored within GOV without the express written consent of the Association.
- 5.2.3 All motor vehicles parked within GOV shall be in running condition. Flat tires shall be repaired or replaced within 3 days.

5.3 **Speed:** No vehicle shall be operated within GOV at a speed in excess of 15 miles per hour. All Resident's guests, employees and invitees shall abide by all traffic control signs and devices.

5.4 **Maintenance:** No Owner or Resident shall wash, service or repair a motor vehicle in any Common Area, except in an area the Association may designate.

5.5 **ATV's & Unlicensed Vehicles:** No ATV's, motorized dirt bikes, or any unlicensed motorized vehicle may be operated on GOV roadways or Common Areas.

5.6 Snow Conditions:

5.6.1 When snow is expected, all vehicles shall be removed from the roadway and shoulders to allow our snow removal contractor to plow the roads. A voice message will be sent to all our residents indicating when and if our snow removal contractor will be plowing roads and or clearing the driveways. If you are notified that driveways will be cleared and you park one or more vehicles in your driveway, you should be prepared to move them to the roadway once the roads are plowed. This is to allow the contractor to clear your driveway. Our contractor will not attempt to clean your driveway working around any vehicles parked on the driveway.

5.6.2 The Executive Board's policy is to plow the roads, driveways and walks when the snowfall exceeds 3 inches or the Executive Board feels it is necessary due to

dangerous conditions. If there is an extended storm, the snow removal contractor will plow the roads after approximately 6 inches has fallen and for each 6 inches thereafter until the end of the storm. This is to allow emergency vehicles to have safe entry into GOV. The driveways and walks will not be cleared until the storm ends and the roads and clubhouse parking lot have been cleared.

- 5.6.3 Snow removal on the driveways will be accomplished by the use of appropriate plowing equipment and the walk to the front door from the driveway will be hand shoveled.
- 5.6.4 If the Executive Board feels the use of a melting agent is necessary, salt will be used on the roads and driveways. Calcium Chloride will be used on all concrete surfaces.
- 5.6.5 The above guidelines were adopted to provide our residents with a safe and reliable snow removal service at a reasonable price. If you wish to not allow our service provider to do your driveway and walk you must request an exception from the Executive Board by September 30 of each year. If you decide to use another service, the name of that service must be noted in your request to the Board. The Board may require proof of insurance from that service. If you plan to do your own snow removal, that should be noted on the request as well. You will have 24 hours to clear your driveway and walkway of any snow and ice. In any event, if you chose to opt out of the snow removal service provided by the Association, it does not relieve you of paying your full assessment to the Association each month. This is required by our Declaration and the Pennsylvania Uniform Planned Community Act.

Section VI Maintenance of Existing Homes

- 6.1 Building Standards: To maintain property values and preserve the architectural integrity of Golden Oaks Villages, houses, whether provided by the developer or other contractor, shall conform to the standards listed in Appendix A.
- 6.2 Ancillary Structures: No detached buildings, sheds, storage buildings or pools shall be located on any residential Lot located within GOV.
- 6.3 Modification of Property:
 - 6.3.1 No Owner, Resident or any other Person shall do anything to change the exterior appearance of any Dwelling Unit, Yard Area or Driveway without prior written consent of the Association, except that a Resident may adorn their Dwelling Unit with normal and reasonable decorations. The application process for a modification of property is contained in Appendix C.
 - 6.3.2 Examples of items requiring permission of the Executive Board include, but are not limited to: installation of outside utility units such as generators or air conditioners; expansion of driveways or sidewalks; house additions; decks; changing of the exterior colors; etc.
 - 6.3.3 Landscaping changes are permitted within existing shrub and flower beds without prior written consent of the Association. All other changes must have prior written consent of the Association and they should conform to the landscaping standards in Appendix A. Tree removal must be in accordance with Kidder Township ordinances.
 - 6.3.4 Lighting and/or ornamentation placed around walkways, driveways or in the yard areas may be susceptible to damage by Association contractors and are the property owner's sole responsibility in the event of such damage. In any event, you shall not impede the operations of the lawn care or snow removal contractor.

- 6.3.5 Holiday decorations are allowed so long as they are removed no later than three weeks after the holiday being celebrated. In any event, you shall not impede the operations of the lawn care or snow removal contractor.
- 6.3.6 The purpose of the approval requirement is to maintain the character of GOV without impeding owner individuality. In the event that the Owner shall breach any portion of this restriction, (in addition to all of the remedies given to the Association in case of such breach of any condition or covenants of this Declaration), the Association shall have the right and privilege of removing any item or improvement resulting in a breach of this Section, and all expenses incurred in remedying such breach or violation shall be considered an additional Association Assessment collectible from the Owner in the same manner and fashion as other Assessments provided herein.
- 6.4 Insurance Impact: Nothing shall be done or kept in any Dwelling Unit or on any Lot which shall increase the rates of insurance of any other Owner or Resident, or the Association beyond the rates applicable for single-family residential structures. No Owner, Resident or any other Person shall permit anything to be done or kept in any Dwelling Unit or in or upon any Yard Area or Lot or the Common Areas which would result in the cancellation of any insurance on the Common Areas or any Dwelling Unit or the contents thereof, or any Yard Area or Common Areas which would be in violation of any law or which may be considered a fire hazard.
- 6.5 Laundry: No clothes, sheets, blankets or laundry of any kind or any other articles shall be hung in any Yard Area or outside any Dwelling Unit or exposed in any Yard Area or in any part of the Common Areas.
- 6.6 Antennas: No television or radio antennas, wires or canopies shall be affixed or placed upon the exterior walls or roofs of a Dwelling Unit or in any Yard Area, without the prior written consent of the Association. Satellite dishes are permitted if less than 2 feet in diameter.
- 6.7 State of Units: Residents shall keep Dwelling Units and Yard Areas in a good state of repair, clean and free from all debris and other refuse. All planting beds on the property shall be maintained, to include weeding and trimming. This includes the entire driveway, and drainage pipe, out to the juncture of the roadway proper. The pole lamp light shall be on from dusk to dawn. If the resident and members of their household are unable to perform the work, they shall hire contractors licensed by the State or local municipalities to perform required work.
- 6.8 Lawn Care: The Association will provide lawn cutting, trimming, fertilization, weed & crabgrass control and fall & spring clean-ups. These services are common to all property owners and are made cost effective by hiring contractors to perform these services for all yard areas and common property. If you wish to not allow our service providers to do your yard area, you must request an exception from the Executive Board by February 28 of each year. On that request you should note which of the services you wish to opt out of. If you decide to use another service, the name of that service must be noted in your request to the Board. The Board may require proof of insurance from that service. If you plan to do your own services as shown above, that should be noted on the request as well. In any event, if you chose to opt out of the lawn care services provided by the Association, it does not relieve you of paying your full assessment to the Association each month. This is required by our Declaration and the Pennsylvania Uniform Planned Community Act. It is the property owner's responsibility to maintain all planting beds as noted in section 6.7. The property owners are responsible for the state of their lawn. Dependent upon soil conditions, insect & rodent infestation, shade & sun conditions and drought, a lawn may

require thatching, aerating, reseeding, additional chemical treatments or even replacement. These functions are unique to each property and are thus the property owner's responsibility.

- 6.9 Garbage & Refuse: All garbage and refuse must be kept in approved garbage containers, and all containers shall be kept in the rear or side Yard Area against the Dwelling Unit or inside the Dwelling Unit and shall be disposed of at such times and such places as noted in the Kidder Township Quality of Life Ordinance, number 169. This Ordinance is viewable from the Golden Oaks Village website under the "RESIDENTS ONLY" tab or a copy may be requested from Kidder Township. "Bear Boxes" are recommended if you keep your garbage containers outside of the dwelling unit. A "Bear Box", approved by the Association, may be constructed of wood or plastic and must be kept in a well maintained state and located in the rear or side Yard Area against the dwelling unit.
- 6.10 Storage Containers: All storage containers placed outside the Dwelling Unit shall be kept in the rear or side Yard Area against the Dwelling Unit and be approved by Association.
- 6.11 Lawn Furniture: Outdoor furniture may be used on lawn areas for the pleasure of our residents; however they must be moved from the lawn areas when not in use. This is to ensure the lawn care contractors are not impeded from doing their work in a timely manner.
- 6.12 Adjacent Common Areas: Residents shall keep the Common Areas (swales, lawn, etc.) out to the roadway shoulder, in front of and next to their own Yard Area clean and free from all surface debris and other refuse just as they do with their own Yard Area.
- 6.13 Generators: Generators fall into two categories, a permanently installed, stand-by generator or a portable generator. A stand-by generator requires Executive Board approval and a Kidder Township building permit prior to installation and an electrical inspection, by a Township approved inspector, after installation. A portable generator will require the same electrical inspection if some form of a transfer switch is used. **Please remember, it is the homeowner's responsibility to obtain all required permits and inspections, not the installing contractor.** A stand-by generator will also require periodic testing. If your generator supports a lower noise test mode, you are required to enable this option. If at all possible the generator should be located to the rear of the house or near the A/C unit, if one is present. Under no circumstances will it be allowed in front of the house.
- 6.13.1 Generator noise abatement: The Association requires the homeowner to install a sound dampening enclosure external to the generator itself to reduce the noise levels to below 70 dB at a distance of 10 feet with the generator under load(that is, supplying electricity to the house). This enclosure is to be designed to allow servicing of the generator and proper disposition of the generator's exhaust. The enclosure is to be lined with sound absorbing material suitable for use outdoors. The design of this enclosure must be approved by the Executive Board prior to installation.
- 6.13.2 Fuel storage: If gasoline is used to fuel the generator, the gasoline must be stored in a container designed to hold gasoline. The homeowner should adhere to any of their insurance company's rules concerning the amount and

storage requirements of gasoline in their home. A small, outside storage container may be used in accordance with paragraph 6.10 of this document.

Section VII Building Procedures

- 7.1 **Fill Material:** No fill other than topsoil and foundation backfill material shall be placed on any Lot. No fill material on any Lot shall direct or increase the flow of storm water to any adjoining Lot or fail to comply with the provisions for storm water management on file with the Township or County.
- 7.2 **Duty to Maintain Connection to Public Utilities:**
- 7.2.1 All utilities, including, but not limited to gas, electric, water and sewer are provided by PA state licensed public utility companies. All Owners shall maintain those connections and abide by any rules or regulations set forth by those utility companies, the PA state Public Utilities Commission, Carbon County and Kidder Township.
 - 7.2.2 No water wells shall be drilled on any Lot, except wells for ground source heat pumps (Geothermal Systems), without prior written consent of the Association.
 - 7.2.3 Electrical generators shall be used only during periods of power outages or by contractors when constructing a Dwelling Unit and power from an approved utility is not yet available to them.
- 7.3 **Construction Limits:**
- 7.3.1 Construction of new homes, or modifications to existing homes, generate some level of what may be considered disturbing noises, but of necessity must be accommodated. Construction work shall be limited to the hours of 7 AM until dusk. Construction workers shall make every effort to maintain a neat appearance of the work area ensuring that all waste products are properly disposed of and construction materials are neatly stored.
 - 7.3.2 Modifications to existing homes shall be completed within 6 months from the date of issuance of the building permit from Kidder Township and the final inspection, unless written permission is requested from the Executive Board.
 - 7.3.3 Construction of new homes shall be completed within one year between the issuance of the building permit from Kidder Township and issuance of the Certificate of Occupancy.
- 7.4 **New house standards:** New house construction standards are set forth in Appendix A.
- 7.5 **Compliance:** Any failure to comply with these procedures will be addressed by the Executive Board and possible legal action may be taken in accordance with section 8.1 of this document.

Section VIII Enforcement & Legal

- 8.1 **Rules & Regulations and Fines:** The Association shall have the power to make such other Rules and Regulations as may be necessary to carry out the intent of the Declaration, the By-Laws, PA Uniform Planned Community Act and these Rules and Regulations, and the Association shall have the right to bring lawsuits to enforce the same. The Association shall

further have the right to levy fines for violations of such Rules and Regulations, provided that the fine for any single violation may not, under any circumstances exceed \$100.00. See Appendix D, Schedule of Fines. Any fines so levied against the particular Owner or Resident involved and collection may be enforced by the Association in the same manner as the Association is entitled to enforce collection of any other assessments. Fines may be levied against a Tenant and the Owner jointly, and each Owner shall be severally liable with his Tenant for payment of the same. In the event the Association institutes a legal action for collection of any fines and is successful, the defendant(s) shall be responsible for payment of reasonable attorney's fees to the Association plus interest and costs of suit. The Association shall notify the owner and/or tenant of any violation of the Rules & Regulations by letter using the U.S. Post Office. If the violation has not been corrected within two weeks, a second letter shall be sent giving the owner and/or tenant one week to correct the violation or a fine will be levied in accordance with Appendix D.

8.2 **Fiduciary Responsibility:** The Executive Board is required by the PA Uniform Planned Community Act, the Golden Oaks Village Declaration and the Golden Oaks Village By-Laws to ensure that the financial state of the Association is in good health and that all members are treated fairly and equitably in regard to the collection of assessments. To meet these requirements, the procedures and policies in Appendix B are established. The basis for the procedures and policies is delineated in the aforementioned documents.

8.3 **Legal Representation:** By acceptance of a deed for a Lot, each Owner does, to the extent permitted by law, hereby irrevocably authorize and empower the Association or any attorney, acting on behalf of the Association, to appear as attorney for such Owner in any Court of Common Pleas of the Commonwealth of Pennsylvania, and in the name or names of such Owner, as the Owner or Owner's attorney-in-fact, and on one or more occasions, to commence an amicable action and to consent to entry of a judgment therein, limited, however, in effect and enforcement to such Owner or Owner's Lot or Dwelling Unit, in the amount of all sums due to the Association under this Section. If the Association or any attorney acting for it, and acting as attorney-in-fact for the Owner or Owners, shall commence an action and enter a judgment in accordance with this Section, such attorney may, in such action, incorporate this Section as reference to the place in the Recorder's Office where this Declaration shall be recorded, which reference shall be conclusive evidence of the authority herein granted.

8.4 **Books & Records:** In accordance with, and supplemental to the PA Uniformed Planned Community Act (UPCA) and the Golden Oaks Village Property Owners Association By-Laws, the following guidelines shall apply to all books, records and correspondence maintained, generated or received by the Executive Board.

8.4.1 Books and records shall include, without limitation, all books and records required by law to be maintained by the Treasurer and Secretary of the Association. Correspondence shall include all letters, memorandums and e-mails sent or received by the members of the Executive Board in the performance of their duties.

8.4.2 The Executive Board shall keep all books, records and correspondence of the Association either in hardcopy or electronically, whichever form is most effective to utilize and maintain these documents. The members of the Executive Board may use their personal computers to store these documents. Whenever possible and practical, hardcopy documents shall be kept in the Association's current office located in the Association's office in the Commons Building. Executive Board members will take all possible precautions to ensure that electronic documents maintained on their personal computers are properly safeguarded and backed-up.

8.4.3 Requests for information or association documents shall be as required by the UPCA and the Non-Profit Corporations Act, however correspondence to or from legal counsel,

any confidential memorandum of legal opinion drafted by the Association legal counsel, any correspondence dealing with a unit owner's legal issues, police matters or health issues shall be considered confidential and shall not be accessible to the members. A member sending or receiving correspondence should not have any expectation of privacy except as noted above in which case the proper protocol of confidentiality will prevail.

- 8.4.4 The only document automatically provided to a member of the Association is the annual financial statement. For all other documents, a member should request, in writing, e-mail is acceptable, what they wish to examine. The Executive Board has 30 days to respond by law, but the member's request will certainly be accomplished as soon as humanly possible. If the document is kept electronically, the requesting member may have to view it at the home of a member of the Executive Board. **Documents will not be provided electronically to the requesting member.** Hardcopies of the document will be provided upon request and a charge to produce these documents may be made in accordance with the UPCA. Minutes for Executive Board executive sessions are not kept. An executive session is a meeting where legal, police or health matters are discussed.

Section IX Clubhouse Guidelines

9.1 General Information:

- 9.1.1 The Golden Oaks Village Clubhouse is owned by GOVPOA. The rules are enumerated in this document and may be amended at any time.
- 9.1.2 The Clubhouse Facilities are available to GOV residents, who are in good standing, and their guests. GOV Residents may use areas such as the library, card rooms and fitness room, at no additional cost. Guests of the GOV residents may use these areas as noted below.
- 9.1.3 GOV lot owners are permitted Clubhouse use on a fee basis. Other areas available for resident/family events include the kitchen, ballroom, multi-purpose room and card room. Use of these facilities must be booked with the GOV Property Owners Association at least 2 weeks in advance. A \$100 dollar refundable deposit will be required to insure that the facilities are left in a clean and undamaged condition. Please use the "RESERVATION FORM FOR USE OF GOVPOA CLUBHOUSE" form in Appendix E. This form can be downloaded and printed from the RESIDENTS ONLY page of the GOV website (www.govpoconos.org) or obtained from the bulletin board in the clubhouse.
- 9.1.4 Operational responsibility for the clubhouse rests with the GOV Property Owners Association Executive Board. The Clubhouse Committee will assist the Board as necessary.
- 9.1.5 All users of the GOV Clubhouse facilities are expected to comply with the Rules in this document and those posted in the Clubhouse.
- 9.1.6 All users are requested to respect the rights of others by demonstrating courtesy and common sense at all times.
- 9.1.7 Hours for the Clubhouse Facilities will be posted and will be adjusted to accommodate seasonal demands or as determined by the GOV Executive Board.
- 9.1.8 Since our ability to staff the Clubhouse is limited, we require that all Clubhouse users clean up after themselves and report any issues requiring attention to members of the Clubhouse Committee or the Executive Board.

- 9.1.9 An electronic access card will be issued to each resident. A charge will be assessed for any lost cards
- 9.2 Guest Usage:
- 9.2.1 A GOV Resident must be in attendance with their Guest(s) at all times and is always responsible for their Guests while utilizing the Clubhouse Facilities.
- 9.2.2 The Developer will be required to contact the GOV Property Owners Association Executive Board members for access to the clubhouse.
- 9.3 Fitness Center: Prior to using the Fitness Center, or participating in an exercise class, users are required to seek the advice of a physician prior to beginning any regimen. All users will be required to sign a waiver holding the Association harmless for any injury or exercise induced illness. This is the "ACTIVITY RELEASE OF LIABILITY" form in Appendix E. This form can be downloaded and printed from the RESIDENTS ONLY page of the GOV website (www.govpoconos.org) or obtained from the bulletin board in the clubhouse.
- 9.3.1 Use of cardiovascular equipment such as treadmills and bicycles is limited to 30 minutes per person unless no one is waiting to use the equipment.
- 9.3.2 All equipment should be wiped down with a towel/sanitizer following each use.
- 9.3.3 All equipment and mats should be returned to their designated places when finished.
- 9.3.4 No food, glass containers or cans are allowed in the Fitness Center. Plastic sport water bottles are permitted, as it is important to stay hydrated.
- 9.3.5 Personal audio equipment is permitted, but is to be used only with individual earphones.
- 9.3.6 Guests under the age of 18 are NOT permitted to use the Fitness Center.
- 9.4 Craft Room:
- 9.4.1 People utilizing the Craft Room must clean up after use.
- 9.4.2 If you find the Craft Room in a mess, please report that to a member of the GOV Executive Board or a member of the clubhouse committee.
- 9.4.3 Individuals under the age of 18 are not permitted in the Craft Room without adult supervision.
- 9.5 Bulletin Boards: There is a bulletin board placed at the clubhouse for GOV resident use as well as for program information. One bulletin board may be used to advertise items for sale, for rent, wanted, or charitable events (no soliciting permitted). Ads to be posted on the bulletin board must be legibly printed and include your name, price, date posted and phone number. A small picture of the item is permitted. Items will remain on the board for a period of 30 days then removed. The ad may be renewed on request. This is no charge to place an ad on this bulletin board. The other bulletin board will be for official GOVPOA business and for information of concern to the community. No commercial postings are permitted.
- 9.6 Clubhouse Code of Conduct:
- 9.6.1 Everyone shall obey all safety rules and shall cease and desist from unsafe activity when instructed by Clubhouse Management.
- 9.6.2 Everyone will conduct himself or herself in a manner that will NOT jeopardize or interfere with the rights and privileges of others.
- 9.6.3 Everyone is responsible for their actions and may not compromise the safety of others.
- 9.6.4 Everyone will refrain from loud, profane, indecent, or abusive language.

- 9.6.5 Pets, with the exception of registered service animals, are not permitted in the Clubhouse.
- 9.6.6 GOV Residents and/Resident Guests are always responsible for the conduct of their Guests.
- 9.6.7 Anyone who conducts themselves in an unbecoming manner or who breaks the Clubhouse Facility Rules is subject to disciplinary action which may include removal from the Clubhouse Facility and the suspension of user privileges at the discretion of the Executive Board.

APPENDIX A: HOUSE STANDARDS FOR GOLDEN OAKS VILLAGE

1. All construction plans must be submitted for review by the Golden Oaks Association prior to any contracts being signed for construction. Decision will be based upon such factors as compatibility, the general design, exterior materials, colors, textures, finish and environmental impact. The decisions will be flexible to accommodate individual tastes and desires, but the Association retains the right to disapprove any design which is considered inappropriate for the Community.
2. Appropriate construction plans must meet the following requirements:
 - a. Manufactured homes are not permitted. Houses must be either modular or built on-site (stick-built).
 - b. All houses must meet Kidder Township building codes, which is based on the Pennsylvania Uniform Construction Code.
 - c. All houses must conform to the current style of house within Golden Oaks Village.
 - i. They must be no more than 2 stories and 35 feet high.
 - ii. Have a minimum of 1000 Square Feet.
 - iii. Have a one or two car garage.
 - iv. Have at least one bedroom and one bathroom on the ground floor.
 - v. All doorways and hallways shall be a minimum of 3 feet wide to accommodate wheelchairs.
 - d. Wood siding or stucco is not permitted as an exterior finish.
 - e. Exterior colors shall be consistent with existing houses. The Association must review and approve the exterior color prior to contracts being signed for construction.
 - f. Roofs shall be made of a material that resembles or is architectural style shingles. Wood roof shingles are not permitted.
 - g. Wood burning fireplaces are not permitted.
 - h. Generators are allowed, but must adhere to paragraph 6.13 of this document.
3. A property owner must be in good standing prior to submitting a construction plan.
4. Landscaping Standards:
 - a. The Association must review and approve all landscaping plans prior to contracts being signed for construction.
 - b. All landscaping shall be designed for ease of maintenance by the Association contractors, while still allowing for the individuality and taste of the owner. Primary consideration must be given to the ease of mowing the grass areas and not impeding snow removal. To that end there should be fewer, larger flower and shrub beds as opposed to numerous small ones. These beds should be edged so that mowing can be done right up to the edge with a minimum of hand trimming. Placement of trees shall not disrupt the mowing patterns. Trees should not be placed within 15 feet of the house. Lighting and/or ornamentation

placed around walkways, driveways or in the yard areas may be susceptible to damage by Association contractors and are the property owner's sole responsibility in the event of such damage.

- c. Driveways shall be constructed of asphalt. Decorative designs in the asphalt are permitted.
- d. Sidewalks from the driveway to the front porch shall be constructed of either asphalt or concrete to facilitate snow removal. Secondary sidewalks or walkways may be constructed of any material as long as it does not impede the mowing of surrounding grass areas.
- e. Each house shall have a lamp post located next to the driveway near the street end. This lamp post shall conform to the standard lamp post in Golden Oaks Village. This lamp post will support an address number sign that will be supplied by the Association.

APPENDIX B: COLLECTION PROCEDURES FOR GOLDEN OAKS VILLAGE

1. **Due Dates**.** The Common Expense Assessment is collected monthly and is due on the first of each month for that month. Special assessments levied by the Executive Board will be due in accordance to the schedule promulgated by the Board.
2. **Invoices.** Invoices will not be provided for the monthly Common Expense Assessment, but will be provided for Special Assessments and fines.
3. **Late Charges**.** The monthly Common Expense Assessment will be considered past due on the 16th of the month. The property owner will be reminded of the past due amount on the 10th of the month by e-mail or telephone. The property owner will be sent a letter by U.S. Mail on the 16th of the month notifying them of the late payment and an additional late fee of \$10 will also be imposed. Late charges of 15% per annum will commence on the 1st of that month until the assessment is fully paid if the assessment is not received by the first of the following month. Special Assessments and fines will have a past due date and late charge date noted on the invoice.
4. **Acceleration of Common Expense Assessment**.** In the event a property owner is more than 45 days late, the Executive Board, at its option, may accelerate the Common Expense Assessment payments due for the balance of the current year, plus interest as aforesaid, making those sums immediately due and payable in full.
5. **Returned check charges.** In the event a check is returned to the Association as not honored by the bank upon which it is drawn, for any reason, a charge of \$10 plus any costs to the Association will be assessed as a common expense against the owner who tendered the check. If two or more checks are returned unpaid by the bank in any year, the Executive Board may require payment by certified check or money order for future payments for a period of two years.
6. **Attorney's fees**.** Any account more than 60 days delinquent may be referred to the Association's attorney for collection. The property owner is liable for all Association costs, attorney's fees and court costs attributable to the collection process.
7. **Liens**.** The Association's attorney may file a Notice of Lien against the property of any delinquent owner in accordance with provisions of the guiding documents. A copy of the recorded lien shall be mailed to the owner and the mortgage lender.
8. **Member Standing**,***.** Any property owner notified of a delinquent account will be considered a "Member not in good standing".
9. **Foreclosure*.** The Executive Board, upon advice of counsel, may consider foreclosure proceedings on any property whose owner is more than 6 months delinquent.

*-Uniform Planned Community Act **-GOVPOA Declaration ***-GOVPOA By-Laws

APPENDIX C: PROCEDURE FOR REQUESTING A MODIFICATION OF PROPERTY BY A UNIT OWNER OF GOV

1. All requests by unit owners to modify their property in accordance with Section 6.3 shall follow the procedures noted in this Appendix.
2. Once the owner has determined that a request for modification is necessary, they will draft a letter to the Executive Board containing the following:
 - a. A written description of what the modification is and will consist of.
 - b. A drawing showing the owner's lot, house and modification. A photo of the house is optional, but may be provided if it will clarify the request for modification.
3. After the Executive Board has received the letter, the Board will review the letter for completeness and an understanding of the request.
4. The Board will then forward the request to the Community Review Committee for evaluation. The Committee may request the owner to appear at a Committee meeting to explain the modification if there are questions.
5. The Committee will then provide a recommendation back to the Executive Board, in writing. The Board will then rule on the modification, but is not bound by the Committee's recommendation.
6. The Board will provide the owner with its ruling, in writing, as soon as possible.
7. If the modification is approved by the Executive Board, the owner should then approach Kidder Township to acquire all required licenses and permits.
8. If the modification is not approved by the Executive Board, the owner may request a meeting with the Board for an exchange of information and possible resubmission.

APPENDIX D: SCHEDULE OF FINES

1. Late payment of Monthly Assessment fees: See Appendix B, paragraph 3.
2. Violation of Snow Conditions: First occurrence is \$25 per vehicle. Second occurrence is \$50 per vehicle. Third and subsequent occurrence is \$100 per vehicle.
3. Violation of home modification procedures will be evaluated by the Executive Board when such modification is discovered. A fine will be assessed at the rate noted in Paragraph 4 of this Appendix. In addition, the modification may be required to be reversed at the property owner's expense.
4. Any other violation of the Rules & Regulations will be assessed at \$25 for the first occurrence, \$50 for the second occurrence and \$100 for the third and subsequent occurrence.

APPENDIX E: FORMS

1. GOVPOA Association Communication
2. Comments or Complaints to the Executive Board
3. Reservation Form for use of GOVPOA Clubhouse
4. Activity Release of Liability for Exercise in Clubhouse
5. Posting of Real Estate on the GOVPOA Web Site
6. Web Site Advertising Release Form

GOVPOA Association Communication

The Association requires the ability to be able to communicate with our property owners. To achieve that goal, all property owners are asked to fill in the below form and return it to the Executive Board at your earliest convenience. You may mail it to: GOVPOA, 3 Keystone Commons, White Haven, PA 18661 or drop it in the Association's drop box next to the bulletin boards in the mail box enclosure. Please notify a Board member of any changes after this form is submitted.

The Executive Board will communicate with the property owners via e-mail for non-urgent matters. They will use a phone call system for urgent matters and for those without e-mail. The Board will use the postal service for all official correspondence.

Postal mailing address: For non-resident owners or part time residents, please provide your non-Golden Oaks address. For full time residents, provide your Golden Oaks address.

Name: _____

Street address: _____

City, State: _____

E-mail addresses:

Primary: _____

Secondary: _____

Do you want both addresses notified: Yes () No ()

Phone numbers:

Primary: _____

Secondary: _____

Do you want both numbers notified: Yes () No ()

Any other phone numbers: _____

Emergency contact: (Optional)

Name: _____

Street Address: _____

City: _____

Phone: _____

E-mail: _____

RESERVATION FORM FOR USE OF GOVPOA CLUBHOUSE

Date of submission _____

Date(s) for use of clubhouse _____ (For recurrent use, note day of week or month)

Time needed Start: _____ Finish: _____

Name of responsible resident _____

Type of function? _____ Number of people expected? _____

Set up required:

Number of oblong tables (96" x 30") _____

Number of round tables (60") _____

Use of kitchen appliances: Stove Microwave Refrigerator Coffee pots

Projection/stereo system: Yes No

1. A \$100, refundable security deposit is required. (Not required for recurrent meetings)
2. You are required to provide all decorations and disposable items, including table cloths, you may need.
3. You are responsible for all clean-up, trash removal and for leaving the clubhouse in the condition in which you found it.
4. You are responsible for any expenses the Association incurs due to your use of the clubhouse.

Signature of responsible resident _____

For GOVPOA use only:

Date received _____ Date security deposit received _____

Date approved by Executive Board for recurring meetings _____

Pre-use inspection completed by _____

Post-use inspection completed by _____

Date security deposit returned _____

Security deposit refund received by _____

ACTIVITY RELEASE OF LIABILITY
READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for the use of the exercise equipment or participation in an exercise class located in the GOVPOA Clubhouse, 3 Keystone Commons, White Haven, PA 18661, I agree for myself, my family and any sponsored guests, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by a member of the GOVPOA Executive Board or its duly appointed committees or representatives.
2. I understand that the exercise room will have video recording equipment for the protection of the Association. This video will only be used in the event of an accident or injury. It will be viewed only by the Executive Board as an historical document. It will not be monitored for immediate action in case of an accident or injury. It may be used as evidence in legal actions against the Association. A member of the Executive Board must be notified of an accident or injury within 48 hours or no claim may be filed.
3. I recognize that any exercise program must be monitored by a doctor and that prior to the use of this equipment or participation in an exercise class, I, my family and sponsored guests will have consulted with their physician.
4. Guests under the age of 18 will not be permitted to use the exercise equipment.
5. It is strongly recommended there be at least two people in the exercise room when using the equipment.
6. I recognize that there are certain inherent risks associated with the use of exercise equipment and I assume full responsibility for personal injury to myself, my family and sponsored guests, and further release and discharge GOVPOA for injury, loss or damage arising out of these facilities whether caused by myself, my family, my guests, GOVPOA or other third parties.
7. I agree to indemnify and defend GOVPOA against all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees and other litigation costs which may in any way arise from the use of or presence in these facilities of GOVPOA.
8. I agree to pay for all damages to the GOVPOA facilities caused by me, my family's or invited guests' negligent, reckless or willful actions.
9. Any legal or equitable claim that may arise from the use of these facilities shall be resolved under Pennsylvania law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Printed name _____

Address _____

Signature _____

Date _____

POSTING OF REAL ESTATE ON THE GOVPOA WEB SITE

Posting of real estate for sale on the GOVPOA web site is a courtesy provided by the Association and is not meant to be a substitute for the use of a real estate agent or attorney. Signature of the Web Site Advertising Release Form is required prior to posting. You may provide electronic picture files or request that the Association takes pictures for your submission. **If the property is listed with an agent, please provide the agent's business card.** The agent will be contacted to allow linkage to them.

Name of property owner: _____ Date submitted: _____

Address of property: _____ Lot Number: _____

Please provide the following information:

Lot: ___ Duplex Home: ___ Single Home: ___ Lot Size: _____ Sq. Ft. Asking price: \$ _____

Contact Information(if not owner): Agent's name: _____ Phone: _____

E-Mail: _____ Firm: _____

For homes:

Square footage: _____ Number of stories: ___ Garage: 1or 2 car

Foundation: Slab ___ Crawl space ___ Finished basement _____

Dimension of bedrooms: Master: _____ Second: _____ Third: _____ Fourth: _____

Number of Bathrooms: Full: _____ Half: _____

Dimension of Kitchen: _____ Eating area and/or dining room? _____ Dimension: _____

Other Rooms and their dimensions: _____

Additional information: _____

I have reviewed the information on this form and all pictures. I have also signed the WEB SITE ADVERTISING RELEASE FORM.

Signature

WEB SITE ADVERTISING RELEASE FORM

I (we) request permission to advertise on the Golden Oaks Village Property Owners Association Web Site. I (we) understand that any photographs and/or content posted will remain the property of the GOVPOA, and may be used for promotional and informational material including, but not limited to flyers, brochures, newsletters, e-mails, advertisements, newspaper articles and/or promotional materials. I (we) hereby waive any rights to compensation for, or ownership, of such images and/or content.

The undersigned participant(s), advertiser(s) do hereby waive, release, absolve, forever discharge, and do further agree to indemnify and hold the GOVPOA, its employees, trustees, officers, volunteers, and agents harmless from and all claims, damages, losses and/or expenses arising out of advertising real and/or personal property on the GOVPOA web site. I (we) also agree that I (we) will not bring any lawsuit nor make any demands nor pursue any complaints against the GOVPOA as a result of my (our) use of the GOVPOA web site for advertising or other permitted purposes. Agreement to this Release also warrants that use of, participation in the use of the GOVPOA web site is voluntary and the undersigned has (have) read and understands that there are minimal, but possible risks in the use of social media for advertising purposes. I (we) understand that these risks exist despite any precautions and procedures that may be implemented by the GOVPOA. I (we) also agree to obey any/all rules and policies promulgated and/or mandated by the GOVPOA for use of its web site.

I (we) hereby request consent to use the GOVPOA web site for the following purpose:

I (we), the undersigned, agree to all of the above terms and conditions of the Release:

Golden Oaks Village POA

Participant(s)

_____/_____
(signature) (date)

_____/_____
(signature) (date)

_____/_____
(signature) (date)