

M.L.E.P.O.A., INC.  
MARCEL LAKE ESTATES  
PROPERTY OWNERS ASSOCIATION  
103 Lake Drive  
Dingmans Ferry, PA 18328

***RULES  
AND  
REGULATIONS***

A PRIVATE RESIDENTIAL  
COMMUNITY WITH AMENITIES

In Accordance with By-Laws Article VI, Section 1(i)  
Approved by the  
Board of Directors  
M.L.E.P.O.A., Inc.  
Revised May 20, 2025

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## ***PREFACE***

Marcel Lake Estates is a residential community development. Each lot in the development is part of a general development scheme. The authority of the M.L.E.P.O.A., Inc. to make and enforce the following Rules and Regulations is derived from the Declaration of Restrictive Covenants which are contained in the deeds of each property owner at Marcel Lake Estates.

The following Rules and Regulations are the result of recommendations made by various committees acting under the Board of Directors of the Association.

The Board of Directors has approved these Rules and Regulations:

- To provide a helpful and harmonious environment for community living.
- To protect and preserve property values
- To enable such action to be taken as may be necessary to prevent or abate conditions which may be inconsistent with the declaration of restrictive covenants and with all applicable laws.
- To protect the health, safety and general welfare of all property owners.

These rules are in addition to the covenants and restrictions contained in the various recorded deeds and in the By-Laws of the Marcel Lake Estates Property Owners Association. ***Any changes will be consistent with the Restrictive Covenants, By-Laws & Building Codes in effect.***

Any violation of these Rules and Regulations could result in an appearance before the Disciplinary Committee provided for under Article 13 of the By-Laws and could result in a suspension of privileges, a fine or both, as well as institution of a Civil Action to recover sums due for damages or injunctive relief, or other appropriate action.

***Chairman of the Disciplinary Committee is responsible for providing minutes and results of discovery to the Board member liaison who will then forward the recommendation to the Board of Directors of M.L.E.P.O.A., Inc.***

## ***Definitions***

**Community Association:** The Members of the Marcel Lake Estates Property Owners Association are all the owners of property at Marcel Lake Estates by Deed.

**Guest/Renter:** Guest/Renter must obtain guest/renter passes to use recreation and other common areas. The Association reserves the right to establish party guest/renter badge fees. The owner's dues must be paid to have guest/renter use of the amenities.

Homeowner must register his/her home as a rental with the Association office and pay a five hundred dollar (\$500.00) Annual Registration Fee. The fee will be billed in accordance with the following guidelines:

The owner must register his/her home as a rental with Association office and pay an annual Rental Fee, as set in the current year's budget.

The Annual Rental Fee is billable as of the first day of the month of the rental. There will be **NO pro-rating** of the annual rental fee, due May 1<sup>st</sup>. There will be no refund if the renter moves out within the year. If a new tenant moves in there will be no additional charge for the current year.

The following are exempt from this fee: caretakers; prospective buyers who are occupying the property under a lease with an option to purchase agreement; immediate family members (mother, father, siblings, and grandparents) of the owner(s). The owner must provide proof in order to be exempt.

Short term rentals are not permitted in MLEPOA, Inc. A lease of not less than one (1) year, signed by both parties, must be submitted to the office. Any homeowner renting without following proper guidelines will be subjected to a scheduled fine of \$200.00 for each day rented.

**Member:** Member in good standing has a two part requirement.

A. Owner – means any person (including Declarant) that holds fee simple title (i.e. deed holder) to any lot.

B. Member in good standing means an owner who has met all the financial obligations of the association.

### ***Article I - GENERAL RULES***

1. Use of recreation facilities will be restricted to members in good standing and their children living at home, and the guests/renters of the Member in Good Standing.

2. A current, valid badge must be prominently displayed when using any recreational facility.

3. All recreational facilities are designed for the use and enjoyment of the ***Member in Good Standing*** and their guests ***only***.

4. Those members who display behavior which violates the rules and regulations and/or disrupts the use or enjoyment of the facilities by others will be asked to leave ***and will be subject to fines and/or suspension of privileges as warranted by M.L.E.P.O.A., Inc.***

5. All Department Supervisors are empowered ***by M.L.E.P.O.A., Inc.*** to suspend the use ***and*** privileges of any member, guest or renter when their behavior violates any rule or regulation, or disrupts the peace and tranquility. **ANY INDIVIDUAL WHO FAILS TO IMMEDIATELY HEED THE INSTRUCTIONS OF A STAFF MEMBER TO LEAVE A COMMON AREA WILL BE IMMEDIATELY SUBJECT TO A \$100.00 FINE PER INCIDENT. ANY INDIVIDUAL VIOLATING THE DIRECTION OF ANY EMPLOYEE OF M.L.E.P.O.A., INC. WILL BE SUBJECT TO A \$100.00 FINE PER INCIDENT.**

### ***Article II - GUEST/RENTER PRIVILEGES***

1. Except for special functions announced for Members in Good Standing only, guests and/or renters may utilize the Association for the enjoyment of the social events and recreational facilities, as often as they wish with the following limitations:

a. ***Property owners are responsible for acquainting guests and/or renters with the Rules and Regulations of the Association. Any violations will be subject to fines by M.L.E.P.O.A., Inc. and any costs incurred.***

***b. Property owners will be responsible for damages caused and costs incurred to the Association by their guests/renters and their children.***

### ***Article III - LAKE AND BEACH RULES***

Pool/Beach hours shall be established and monitored by the Board of Directors. The Board of Directors reserves the right to change these hours at its sole discretion.

1. Admittance to beach and pool area will be restricted to Members in Good Standing and their guests or bona fide renters. Current membership badges or valid guest/renter badges must be worn and prominently displayed.
2. Pool Attendants will be on duty at the pool when the pool is open to the membership. Swimming in the lakes is discouraged. Swimming in the lake is at your own risk.
3. For your protection, socializing with or distracting pool attendants while they are on duty is prohibited.
4. Children under 13 years of age are not permitted at the beach/pool unless accompanied by an adult.
5. Swimmers will strictly adhere to pool attendant's instructions.
6. All beach umbrellas and beach chairs must be behind the pool attendant's stand or at least 15 feet to the sides of pool attendant's stand in order not to obstruct pool attendant's view.
7. Rocks, etc., should not be thrown in the swimming area.
8. Night beach/swimming parties or fires are prohibited except for those specifically organized by the Association.
9. Gambling or intoxicating liquors are not permitted within the picnic areas or beaches.
10. No glass bottles or glass containers of any kind are permitted on the beaches or in the water.
11. No dogs or other household pets are allowed on the beaches, the picnic areas, the pool area, or in the water at any time.
12. Picnicking is not permitted on the beaches, only in designated areas where tables are available. No fires are permitted on the beach, except as may be specifically organized with approval by motion of the Board of Directors. All trash must be placed in proper containers.
13. Non-swimmers are not allowed beyond the children's "areas" which shall be guided by the recommendations of the pool attendant.
14. Cars shall be parked in designated parking lots only.
15. No cars, except for company vehicles, are permitted to drive into the picnic grounds,
16. Any suggestions and/or complaints should be directed to the Code Enforcement Administrator in writing, and signed by a Member. All complaints are confidential.

### ***Article IV - BOATING AND FISHING***

1. Only Members in Good Standing, their guests and/or renters will be permitted the use of the lake and ***must*** wear and prominently display a valid M.L.E.P.O.A. badge.
2. Parents should take full responsibility for the safety and welfare of their children at the beach area or on the lake or any water ways. There are no lifeguards on duty and there is no inspection or supervision provided by M.L.E.P.O.A., Inc.

3. All Boaters must abide by the Pennsylvania Fish & Game Commission Rules & Regulations.

It is suggested that all boaters:

- a. Do not overcrowd any boat.
- b. Be sure that all crafts on the water are equipped with a U.S.C.G. approved floatation device for each occupant.
- c. Rubber rafts and boats meet U.S.C.G. approval and are a minimum of 8 feet in length.
- d. Questions regarding boats or rafts, or general safety on the lakes, should be directed toward the Pennsylvania Fish Commission who has jurisdiction over these bodies of water in

Pennsylvania.

4. Only electric motors with 3 HP are permitted on Marcel Lake or Lake Renee.

### ***Article V - POOL AND CLUBHOUSE COMPLEX***

Pool hours shall be established and monitored by the Association. The Association reserves the right to change those hours at its sole discretion.

***The following are promulgated in the Swimming Pool Rules, Revision 6/2020.***

1. No one is permitted in the pool enclosure except during scheduled hours. Never enter the water unless the pool attendant is on duty. The pool attendant on duty may close the pool during scheduled hours for reasons of safety, weather, or maintenance.
2. No pets are permitted in the clubhouse, clubhouse area, or swimming pool enclosures at any time.
3. Use of the deep water areas of the pool is limited and utilized at your own risk. It is suggested that before you use these areas you should be capable of swimming the width of the pool, without strain or effort.
4. No sitting or hanging on ropes and no swinging on ladders.
5. Shoes or sandals are required in the clubhouse at all times.
6. Individual lounges and chairs are permitted in the pool enclosure at the discretion of the pool attendant.
7. Bicycles must be parked in designated areas only.
8. Children under 13 years of age are not permitted in the clubhouse unless accompanied by an adult.

### ***Article VI - PETS***

1. Common domestic household pets are permitted within the Marcel Lake Estates Community. Such pets must be currently licensed in accordance with the Pennsylvania law and must be housed within a member's property. No pet shall be on such property if the owners leave the community for more than twenty-four (24) hours.
2. Pets walked outside the owner's property, but within Marcel Lake Estates Community, must be leashed and under the owner's control at all times. Pet waste must be picked up and disposed of properly by owner. In addition to M.L.E.P.O.A. assessments and fines, remember that the Pennsylvania law imposes stiff fines for owners who violate these laws.
3. Owners of pets creating a nuisance to the community shall be subject to an assessment/fine.
4. No animals or pets (except for seeing-eye dogs) shall be permitted in or around the pool, lakes/beach areas, tennis courts or recreational facilities.

5. No poultry, cattle or livestock whatsoever may be bred or raised upon any tract or any building therein erected, or any part thereof. Such animals, including but not limited to horses, shall not be considered pets. Horseback riding is prohibited in Marcel Lake Estates.
6. Pet owners are responsible for keeping the noise level in accordance with M.L.E.P.O.A., Inc. Rules & Regulations.
7. No more than two (2) dogs and two (2) cats may be housed on any member's property at one time. (Please refer to Restrictive Covenants #9)
8. Any reports of abandonment, abuse or cruelty to animals will be reported to the proper authorities. Animal Cruelty Law: In accordance with the Pennsylvania Crimes Code, Subsection 5511, Item C, Cruelty to Animals - A person commits a summary offense if he wantonly or cruelly ill treats, overloads, beats, otherwise abuses any animal, or neglects any animal as to which he has a duty of care, whether belonging to himself or otherwise, or abandons any animal, or deprives any animal of necessary sustenance, drink, shelter or veterinary care, or access to clean and sanitary shelter which will protect the animal against inclement weather and preserve the animal's body heat and keep it dry.
9. Please report any incidents to the Pennsylvania Dog Warden at (570)685-2495.
10. To file a report, it must be in writing and signed by complainant to the M.L.E.P.O.A., Inc. Security office. No fines can be issued unless in writing.

### ***Article VII - NOISE***

***The Board of Directors recognizes that excessive levels of sound can be detrimental to the physical, mental and social well being of our residents as well as to their comfort, living conditions, general welfare and safety, therefore being a public health and welfare hazard.***

1. Pet owners are responsible for keeping noise levels to a minimum.
2. During the quiet hours of 10:00 pm to 8:00 am, residents, visitors and guests will minimize the noise level and will refrain from using, among other things, chain saws, other power tools and loud audio equipment.
3. No contractor shall use noise making equipment or tools in the community from October 15th - May 15th during the hours of 5:00 pm through 8:00 am, Monday - Saturday, including all holidays. No contractor shall use noise making equipment or tools in the community from May 16th - October 14th during the hours of 5:00 pm through 8:00 am, Monday - Saturday, including all holidays. The receding prohibition applies to the operation or movement of construction equipment or vehicles, other than pickup trucks and vans, on any lot or upon association roads.
4. Excessive use of motor vehicle horn is prohibited.
5. Owners are responsible to ensure that their house/car alarms are in working order. If more than three false alarms occur in any one (1) year period, a fine will be assessed per offense.

### ***Article VIII - TENNIS COURTS***

1. The courts may be used for one hour based on first come first served basis.
2. Proper tennis attire must be worn at all time (tennis shoes required). Only tennis may be played on the court.

### ***Article IX - MOTOR VEHICLE, ROADS AND ROAD SAFETY***

1. All Pennsylvania Motor Vehicle Code rules of the road will be maintained within the community.
2. No motor vehicles of any type shall be driven or towed in a reckless manner on or along any road. All drivers of motor vehicles shall observe speed restrictions and noise limitations within the development as established by the Association. No motor vehicles shall be permitted upon any road within the development unless the same are properly and currently licensed and inspected pursuant to the laws of the state of registration and operated by licensed persons.
3. **MINIBIKES, MOTORIZED TRIKES, ATV'S AND SNOWMOBILES ARE SPECIFICALLY PROHIBITED.** Restrictive Covenants #9 – No mini-bikes, motor bikes, ski-mobiles or unlicensed vehicles shall be permitted on the lands of Marcel Lake Estates and the Developer, its successors and assigns reserve the right to regulate the use of all roadways and establish maximum speed limits and regulations for operation of vehicles on all roadways.)
4. No on street parking permitted at any time on any street within the confines of Marcel Lake Estates. Vehicles may not be parked on the roadside so as to obstruct normal traffic flow. Violators will be subject to fines per occurrence.
5. No on street parking permitted on any street when snow fall is anticipated to permit proper snow plowing. Violators will be subject to fines per occurrence.
6. Maximum speed limits have been established and posted and will be fined when a complaint is signed. Violators will be subject to penalties and/or fines.
7. Any abandoned or junk motor vehicle is defined as a motor operated vehicle that remains within the premises of the Community known as Marcel Lake Estates Property Owners Association more than five days in a condition such that, for the duration of said period the vehicle is either:
  - (a) without current registration or similar certification.
  - (b) is not currently insured in any state as a motor vehicle pursuant to the motor vehicle laws applicable in said state.
  - (c) Delaware Township Ordinance - 402.2 ABANDONMENT OF VEHICLES PROHIBITED  
No person shall abandon any vehicle within the Township, or shall leave any vehicle at any place within the Township for such a time and under such circumstances as to cause such vehicle reasonably to appear to have been abandoned, whether such vehicle is completely intact, partially dismantled, inoperative, wrecked, or junked.
  - (d) it is prohibited to abandon or leave an unattended vehicle on or along roadway or other property maintained by MLE without permission. It is prohibited to abandon a vehicle on private property within MLE development including but not limited to unlicensed passenger cars, motor-driven cycles, trucks, tractors or trailers and mechanically propelled farm/construction equipment.
8. Nothing herein shall prevent MLE from requesting proof of valid registration and/or insurance to ensure the vehicle is not abandoned and complies with regulations.

***In either case, such vehicle may be removed at the property owner's cost and disposed of according to Pennsylvania State Law. (Please refer to Restrictive Covenants #10) Fines and costs will be applied to any member in violation. Fine cost is \$50.00 per month until vehicle(s) is either registered and insured or removed.***

Should the vehicle be in need of repair or restoration, resident(s) would have to apply to MLEPOA, Inc. for a six (6) month temporary repair/restore permit. If the vehicle is not repaired

or restored in the six (6) month time allowance an additional permit extension of sixty (60) days can be requested *if* progress has been made on the vehicle within the initial six (6) month permit allowance. If you do not apply for a permit, your account will be charged \$50.00 per month until in compliance with MLEPOA, Inc. and Delaware Township ordinance.

Antique/Classic vehicles will be on a case by case basis. .The resident must cover the vehicle with a neutral or earth tone car cover. The car cover must extend to within 12 inches of the ground on all sides of the vehicle. "All precautions shall be taken to prevent any fluid leakage while the vehicle is being stored"

### ***Article X - ARRANGEMENTS FOR PRIVATE EVENTS***

1. The recreation amenities may be utilized by Members in Good Standing for private parties, etc., but not at times that will conflict with any scheduled Association function. Scheduling will be on a first come basis through the Association Office. It is the policy of the Board of Directors that the Association will not sponsor, as an Association function, any political or religious events or gatherings. A member in good standing may rent the Recreation Amenities as described below for such functions.
2. When the amenities are used for a reception, private party or meeting, a minimum charge set by the Association will be made to offset the Association expense.
3. All hosts and/or hostesses for any private occasion must be a Member in Good Standing. All such occasions will be booked in the name of the Member in Good Standing as the host and/or hostess and no such invitations shall be sent to any newspaper or other posted public releases outside the community bearing the name of any non-member as host and or hostess, or as co-host and/or hostess.
4. Any club or organization meeting, etc., booked in the name of a Member in Good Standing of the Association, or any publicity relating to such must be written as to show the club members as host and/or hostess and not the organization that they are representing.
5. Written requests for any such private utilization of the recreation amenities must be made at the Association Office, no less than two weeks prior to the date of the function. The Association reserves the right to establish fees and set guidelines for all uses.
6. Rental Fee for the clubhouse is \$300.00 for social functions only. A three hundred (\$300.00) damage and clean-up deposit will be required and the facility must be cleaned up by the Member in Good Standing immediately after the function.

### ***Article XI - TREES***

1. No lot shall be cleared of brush, trees or anything else except after having first obtained permission of the M.L.E.P.O.A., Inc. Code Enforcement Administrator or Board of Directors. ***\*\*Restrictive Covenants #2b.*** No lot shall be cleared of brush, trees or anything else of an inflammable nature except after having first obtained the approval of All-American Realty Company, Inc., in writing, such approval to specify the time and manner in which such clearing shall be made.

- a. ***Trees must be marked to be checked by office and how many trees will be cut. Code Enforcement Administrator will notify if approved or denied or if adjustments should be made. Landscaping design plans should be included with any request. If denied the resident can request in writing a review by the Board of Directors.***

### ***Article XII - FIRE ARMS/FIREWORKS***



1. No hunting is permitted within the confines of Marcel Lake Estates.
2. Carrying a loaded firearm (pistol, rifle, shotgun, flintlock black powder, air gun, B.B. gun, bow and arrow or any device capable of propelling a projectile of any kind) within the confines of Marcel Lake Estates is strictly prohibited, except for those persons who have a Governmental Permit to carry same.
3. Discharging any such firearms within the confines of Marcel Lake Estates is strictly prohibited.
4. Any person in possession of any firearm must be in compliance with the Laws of the Commonwealth of Pennsylvania.
5. The use of fireworks to be designated by Board of Directors for safe operation. Fines to be applied to any violators with a complaint filed at the office.

### ***Article XII - VANDALISM***

1. Vandalism to private property or common areas will not be tolerated. Violators will be subject to fines and prosecution.

### ***Article XIV - RESPONSIBILITY***

1. Parents will be held responsible for any of the above-mentioned violations committed by minors (under 21) as per PA State Law 14 Responsibility.
2. Members will be responsible for any violations committed by their guests, renters, contractors, or sub-contractors.
3. Utility companies & contractors are responsible for the repair of any roads within Marcel Lake Estates if caused by the installation of pipelines, etc.
4. A curfew shall be imposed on any child who is responsible for vandalism or damage of common property of M.L.E.P.O.A., Inc. Parents will be fined per child/per occurrence for any child who is responsible and will be held accountable for damages to common property. M.L.E.P.O.A., Inc. prohibits loitering on common property from dusk to dawn. Loitering on the streets of M.L.E.P.O.A., Inc., after 10:00 pm is prohibited and you will be asked to move along or a fine will be issued.
5. **Restrictive Covenants #11** – No signs of any type, including for sale and for rent signs shall be erected or maintained on the premises. The only signs allowed by M.L.E.P.O.A., Inc. are signs required for insurance or legal purposes.
6. M.L.E.P.O.A., Inc. will assess a fine of \$100.00 to any resident whose property is deemed a nuisance and not cleaned up after 10 days written notice.

### ***Article XV – WILDLIFE***

1. The community discourages the feeding of the wildlife including bear, deer, squirrels, etc. If songbird feeders are being used by bears, they should be discontinued.

### ***Article XVI - BUS STOP RULES***

1. **SECURITY PERSONNEL ARE NOT RESPONSIBLE FOR YOUR CHILDREN AT ANY TIME.** No child under 13 years of age may be left at the school bus stop unless accompanied and supervised by an adult at any time. Fines will be imposed if a complaint is filed.
2. No vehicle will move in the parking lot at any time while buses are loading or unloading children. Motorist should use caution while children are moving about the parking lot. Fines will be imposed if a complaint is filed.

## ***Article XVII – BUILDING CODES***

1. Prior to any building, remodeling, or any additions refer to the Restrictive Covenants of M.L.E.P.O.A., Inc.
2. Contact the office to receive a copy of the Building Codes for M.L.E.P.O.A., Inc. Any visible changes will be reported to Delaware Township and fines will be applied.

## ***Article XVIII - FINES SCHEDULE***

**Penalties:** Failure to abide by these Rules and Regulations shall subject the violator to a fine as established by the Association Board of Directors.

The Associations Board of Directors has established a Fines Schedule for Association Rules and Regulations Violations. The Associations Board of Directors reserves the right to adjust fine limits and establish or delete fines by motion of the Board of Directors at a regularly scheduled meeting. Below is the presently established and adopted Fines Schedules.

<b><u>VIOLATION</u></b>	<b><u>FINES*</u></b>
<b>Abandoned Vehicle (per month)</b>	<b>\$ 50.00</b>
<b>Aesthetic of Property</b>	<b>\$100.00</b>
<b>Building Code Violation (Failure to correct a building code violation within 48 hours is considered to be an additional fine)</b>	<b>\$100.00</b>
<b>Carrying a Loaded Weapon without permit in common area</b>	<b>\$250.00</b>
<b>Curfew Violation (per child/per occurrence)</b>	<b>\$100.00</b>
<b>Disruptive Behavior at Amenities or Gatherings</b>	<b>\$ 25.00 1<sup>st</sup> Offense \$ 50.00 2<sup>nd</sup> Offense \$100.00 3<sup>rd</sup> Offense</b>
<b>Exceeding Speed Limit</b>	<b>\$100.00</b>
<b>Failure to leave common property when instructed to do so by an employee</b>	<b>\$100.00</b>
<b>Failure to Stop at Sign</b>	<b>\$ 25.00 1<sup>st</sup> Offense \$ 50.00 2<sup>nd</sup> Offense \$250.00 3<sup>rd</sup> Offense</b>
<b>Feeding of Wildlife (Fish &amp; Game will be notified)</b>	<b>\$ 25.00</b>
<b>Fireworks</b>	<b>\$100.00 1<sup>st</sup> Offense \$150.00 2<sup>nd</sup> Offense \$250.00 3<sup>rd</sup> Offense</b>
<b>Illegal Dumping of Trash</b>	<b>\$200.00</b>
<b>Disposal Fee of Items (including misuse of the compactor and recycling receptacles)</b>	<b>\$150.00</b>
<b>Illegal Hunting or Firearm Discharge</b>	<b>\$250.00</b>
<b>Illegal Open Fire</b>	<b>\$100.00</b>

Illegal Parking (at any time per vehicle/per occurrence)		\$ 50.00
Illegal Tree Cutting (per tree) plus replacement		\$100.00
Intentionally Crashing or Improperly Passing Gate upon Entry/Exit		\$150.00
Gate Repair Fee (broken gate arm only)		\$ 54.50
Weekend Gate Maintenance		\$ 50.00
Damage to Security System beyond Broken Gate Arm (plus repair cost)		\$200.00
Littering		\$300.00
Non-Licensed Driver	1 <sup>st</sup> Offense	\$100.00
	2 <sup>nd</sup> Offense	\$150.00
	3 <sup>rd</sup> Offense	\$200.00
Operating any illegal vehicle (As per Restrictive Covenants-including ATV's, mini-bikes, snowmobile etc.)		\$150.00
Pets (Loose or Noise complaints)	1 <sup>st</sup> Offense	Warning
	2 <sup>nd</sup> Offense	\$ 50.00
	3 <sup>rd</sup> Offense	\$100.00
Reckless Driving		\$100.00
Restrictive Covenants Violations (Swimming Pool - \$100.00 per day fine when the violation is not corrected w/ in 10 days of the warning notice.)		\$200.00
Short Term Rental Violation		\$200.00 (per day)
Speeding	1 <sup>st</sup> Offense	\$100.00
	2 <sup>nd</sup> Offense	\$150.00
	3 <sup>rd</sup> Offense	\$200.00 + Reckless driving
Storage of unregistered boats, canoes, etc. on Common Area) (Unregistered/unauthorized craft will be removed from the Common Area)		\$ 25.00
Trespassing	1 <sup>st</sup> Offense	\$ 50.00
	2 <sup>nd</sup> Offense	\$150.00
	3 <sup>rd</sup> Offense	\$150.00
Vandalism (plus damages)	1 <sup>st</sup> Offense	\$100.00
	2 <sup>nd</sup> Offense	\$250.00
Verbally abusing, harassing, and/or interfering w/ an employee or board member	1 <sup>st</sup> Offense	\$50.00
	2 <sup>nd</sup> Offense	\$100.00
Failure to comply with posted weight limit restrictions		\$100.00

If a formal complaint is not filed in writing with the office, action cannot be taken against a resident.

\* The amounts of all the above fines are per occurrence and administration fees will be added along with any additional filing fees, attorney fees, interest, etc. Failure to pay fines when due could result in the revocation of your Member in Good Standing privileges. Any grieved parties shall have the right to be heard by the Disciplinary Committee. Unpaid fines will be subject to additional penalties.

### **Article XIX Burning**

1. No person shall cause, suffer, allow uncontained burning in Marcel Lake Estates

Example of uncontained burning: Campfires, Bonfires or burning of leaves

2. Open burning means any fire whose products of combustion are emitted directly into the open air and are not directed through a stack, chimney, burn barrel or firepit with screen.

3. Fires contained within metal or permanent masonry fireplaces or wood burning burn barrel/incased firepit with screen shall be permitted on private property under the following conditions:

a. The burn barrel/incased firepit shall have an area of less than or equal to four square feet, shall be confined, and prevent and control wildfires and flames 3ft. high from top of opening.

b. The burning shall be operated at least 15 feet from flammable material such as leaves, sticks or flammable liquids.

c. The burning shall be attended at all times by an adult.

d. Fire extinguishing equipment shall be within 5 feet, i.e., hoses, fire extinguishers, etc. and readily available for use.

e. The fire must be used for burning only dry wood, tree branches, or charcoal.

4. Burning garbage, rubbish or construction debris is strictly prohibited. Rubbish is defined as tires, garbage, building material, shipping containers, plastic products, painted wood, metals, clothes, leather, rubber carpets, excelsior, tin cans, glass, crockery, masonry and other similar Trade Waste: solid or liquid material, grease, oil and other petroleum products/chemicals, or furniture.

5. All burning is prohibited during periods of National Weather Service (NWS) high wind advisory.

6. All burning is prohibited during a Township and/or County ordered burning ban.

7. The Association shall have the right to suspend the use of the burning should smoke, fly ash, or smell emitting from the fire becomes an objectionable nuisance to neighboring property owners.

8. This rule does not apply to gas or charcoal fired barbeque grills.

9. Plant life vegetation: yard trimmings, shrubbery, grass, weeds, and crops should be composted.

## **BOAT RACK RULES AND REGULATIONS**

- 1- Must be a member in good standing
- 2- All boats must have a **MLE** sticker
- 3- **MLE** sticker must be placed on stern (back) of boat
- 4- Call MLE office at the beginning of each season to be assigned a boat rack number and location.
- 5- Boats can be placed in racks from **April 1<sup>st</sup> to October 31<sup>st</sup>**.
- 6- Only **ONE** boat slot per household regardless of rack locations
- 7- Paddle boats must be stored in paddle boat rack only.
- 8- If boat racks are not available, no boats of any kind are to be chained to racks or trees, (take it home). They will be removed and the owner fined.
- 9- Canoes and kayaks are to be stored in upper racks if available.
- 10- ALL boats must be removed from rack at the end of each season October 31<sup>st</sup>.
- 11- Any boat left after the **31<sup>st</sup> of October** will be removed and the owner fined **\$25.00**
- 12- Boats are only to be stored in the following locations provided by the **MLE** Association; Marcel Lake (near Dry Hydrant), Clubhouse, Right away next to 184 Marcel Drive and Beach at end of Lake Renee
- 13- Any boat stored longer than 60 days and then claimed by the owner will be charged an additional fee of 25.00 for storage.
- 14- Any boat that remains unclaimed after 90 days, per the PA Fish and Boat Commission, will be deemed abandoned and we will follow their procedure for disposal.

### **BOAT PICK UP PROCEDURES**

- 1- Any boat that has been removed from a boat rack for violations will be stored and a fine will be issued.
- 2- To claim your boat, you have to have a pre-existing MLE sticker or you must obtain one from the office and pay any fees or fines before you are able to reclaim possession of your boat.
- 3- The boat owner must make arrangements with the maintenance department to pick up the boat.
- 4- You must identify (a description of boat) your boat and/or have the key or combination to the lock
- 5- The MLE sticker must be placed on the stern of the boat (back) by the owner in the presence of the maintenance employee.