



Rules and Regulations

Established by the Board of Directors of the
Blue Heron Woods Property Owners Association

Last Updated 10/2024

- I. Abandoned Vehicles
- II. Firearms
- III. Fire Regulations
- IV. Recreation Motorized Vehicles
- V. Speed Limits
- VI. Rentals
- VII. Seasonal Weight Load Restrictions

- I. ABANDONED VEHICLE(S) – These vehicles are prohibited in the Community as per the Protective Covenants Article 6.02 (b). As abandoned vehicle is a vehicle that remains within the Community for more than four weeks in a condition such that the vehicle is either (a) without current inspection sticker or similar certification in the state in which the vehicle is registered (b) not currently registered in any state as a motor vehicle pursuant to the motor vehicle laws applicable to said state. If such vehicles are not removed immediately, the property owner is subject to a fine per the Fees and Fines Schedule for each day the vehicle remains on the property. The vehicle will be towed, with the Property Owner bearing the burden of the cost of towing plus any other additional costs involved.
- II. FIREARM(S) – Discharging of firearms within the boundaries of Blue Heron Woods is strictly prohibited.
- III. FIRE REGULATIONS – Recreational fires will be permitted if enclosed, adequately supervised, and fire suppression measures are available (e.g., garden hose and/or water bucket). PA Dept. of Environmental Protection and Lackawaxen, Palmyra and Blooming Grove Townships burning regulations will be followed.
- IV. RECREATIONAL MOTORIZED VEHICLES (Updated 10/2024) – For the purposes of this rule, Blue Heron Woods defines the term Recreational Motorized Vehicles (RMV) as including: All Terrain Vehicles (ATV), Utility Task Vehicles (UTV), off-road motorcycles, electric scooters, golf carts and snowmobiles.

BHW emphasizes that this rule is for the safety of the community. BHW also emphasizes that this rule acts in conjunction with the state laws regarding the use of RMVs. These laws can be found as the Snowmobile and All-Terrain Vehicle Law, contained in Chapter 77 of the PA Vehicle Code. The state regulations are in Title 17 Pa. Code Chapter 51. These laws include, but are not limited to:

- All Drivers must wear a proper helmet
- RMV operation must be at proper speeds under existing conditions of the road and weather, and must obey posted motor vehicle speed limits
- RMV operation must not be done in a careless way, endangering the person or property or another, or under the influence of drugs or alcohol
- All Drivers should obey general traffic rules regarding intersections and must give way to motor vehicle traffic.
- All drivers under the age of 16 must have a safety certificate and be directly supervised at all times by someone at least 18 years of age.

The Blue Heron Woods Board enacts the following:

- (1) All RMVs used in Blue Heron Woods must be registered with the BHWPOA (Blue Heron Woods Property Owners Association). A general Liability Certificate of Insurance must be on file with the Secretary. PA State Registration is required on all vehicles. The registration can be in another State, but all vehicles must be registered
- (2) RMV drivers between the age of 8 - 15 years old must complete the state prescribed ATV safety training and receive an ATV safety training certificate. A copy of this certificate must be sent in to BHWPOA and be on file with the Secretary.
- (3) RMVs are not allowed to be operated on any Common or Controlled Facilities as defined in Article 4 of the Declaration of Protective Covenants, with the exception of 4.03:k, the Private Roads in the Community. RMVs may be driven in the mail facility on Blue Heron Way with the sole intention of collecting mail.

- V. SPEED LIMITS – There will be a maximum speed limit of 25 miles per hour on all roads within the Community weather permitting.

- VI. RENTING IN BLUE HERON WOODS – the following are the Blue Heron Woods regulations governing long-term rentals (of at least 30 days). **Short-term rentals are not permitted.**

DEFINITIONS

The following terms used herein shall have the meaning as set forth below:

ASSOCIATION: The Blue Heron Woods Property Owner’s Association, which has been or shall be organized as a Pennsylvania Non-Profit Corporation for the Association, and which shall have those duties, rights and privileges that are set forth in the Declaration.

BOARD OF DIRECTORS: The elected members of the Board of Directors of Blue Heron Woods Property Owner’s Association.

COMMON AREAS: A collective reference to those portions of the Property designated as “Common Area” on the Plats and Plans, and which shall be subject to such limitations and restrictions as may be imposed upon the Association in connection with the use thereof. All community such as but not limited to the roads, rights-of-way, land, and amenities.

COVENANTS: The recorded restrictions recorded in Pike County Record Book 2274, Page 2011, and any amendments thereto.

DESIGNATED AGENT: A local property manager, owner, or agent of the owner, who is available to respond to tenant and neighborhood questions or concerns, or any agent of the owner authorized by the owner to take remedial action and respond to any violation of these rules.

DWELLING UNIT: One or more rooms in a residential dwelling structure, including a kitchen, sleeping facilities, bath and toilet, designed as a household unit for long term residency by not more than one family at a time.

GOOD STANDING: A Member shall be in good standing when they have no outstanding violations or fines of record and have paid the dues and any assessments to the current due date.

GUEST: A person, other than the Owner or the Owner’s immediate family, who has been authorized to enter Blue Heron Woods Property Owner’s Association.

MEMBER: A Record Owner of a parcel of land in the Association, who is also in good standing with the Association and entitled to membership in the Association.

MOTOR VEHICLE: A properly licensed and registered vehicle that is operated by a motor. This shall include, but not be limited to, Automobiles, ATVs, Quads, Motorcycles, Boats, RVs, Trailers, etc.

PROPERTY: Any real property within the Association, including any improvements thereto.

RENTAL: For the purposes of these regulations, rental is defined as the following two definitions:

- a. Short-term rental: Any dwelling unit within a residential dwelling structure rented for overnight lodging for a period of time of less than thirty (30) days.
- b. Long-term rental: Any dwelling unit with a residential dwelling structure rented for overnight lodging for a period of time of at least thirty (30) days.

RENTAL PROPERTY: Any property owned by a Member that is occupied by a person or persons who are not Members. This term shall not apply when the property is occupied solely by the Member's immediate family.

TENANT: A person who pays or barterers with a Member to reside in a property owned by a Member.

PURPOSE

Pursuant to the Declaration of Protective Covenants and the Bylaws of the Blue Heron Woods Property Owner's Association (hereafter referred to as "the Association"), the Board of Directors has approved the following Rules and Regulations to set forth procedures to be followed for the maintenance of the common areas and the use of lots, relating to the health and safety of the residents of the Association.

1. **Applicability**: These Rules and Regulations shall apply to any Member renting their property for a period of 30 days or more and to any Guests using a Member's property. The Association will not allow any short-term rentals or short-term subletting.
2. **Local or State Laws**: The Member who is renting their property must comply with any Ordinances or Regulations put in place by the Townships of Lackawaxen, Palmyra or Blooming Grove, or the County of Pike or State of Pennsylvania.
3. **Registration**: Any Member seeking to rent their property must first register with the Association.
4. **Occupancy**: The total occupancy of a Member's property and/or dwelling unit shall not exceed 2 individuals per bedroom. This regulation prevents over-use of a septic system. Additionally, the property shall only be occupied by no other entities other than a single-family unit.
5. **Copy of Covenants, Rules, Bylaws**: Prior to signing a lease, a Member must provide to the Tenant the following: A copy of these Rules and Regulations, any other currently existing Rules and Regulations, a copy of the Bylaws of the Association, and a Copy of the Declaration of Protective Covenants. The Member must confirm in writing to the Association that the Tenant(s) have received a copy of each.

6. **Fines and Damages:** Each Member shall be responsible for their Tenant complying with the Rules, Covenants, and Bylaws of the Association. Any fines or damage accumulated by the Tenant shall be applied to the Member. The fines shall be an amount set by the Board of Directors.
7. **Insurance:** Each Member who rents their residence must have one of the following additional insurance policies: HO-3, Commercial, Landlord. The Association must be named as an additional interest and a copy of the policy must be presented to the Board prior to a Tenant taking possession of the premises.
8. **Indemnity/Hold Harmless:** Each Member who rents their property must include a clause in the rental agreement substantially similar to the following: "Lessee, their heirs and assigns, agree to indemnify and hold harmless Blue Heron Woods Property Association, from any and all liability to themselves, their agents, successors, heirs or assigns, arising from Lessee's or Lessee's guests or permittees use of the common areas of the Association by virtue of this lease."
9. **Copy of lease:** The Member must provide an executed copy of the lease to the Association.
10. **Rental Information Form:** Prior to renting their property/dwelling unit, the Member/Owner shall provide the following to the Association: Maximum number of people who will be residing at the Members house; Names of all the people who will be residing at the Member's house; Telephone numbers for communicating with the renters; Addresses of the residents listed as shown on their vehicle registrations; Length of tenancy, beginning and ending dates.
11. **Pets:** Dogs, cats, or other usual common household pets are permitted. No pet shall be kept in a manner that will endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the owners of another Lot. Dogs shall be confined on a leash held by a responsible person whenever they are outside the boundary lines of the Lot on which they are being kept.
12. **Designation of Agent:** Every Member who rents their property shall designate either themselves or an agent who shall be readily available locally to manage and control the Rental Property and occupants thereof. The Landlord or Designated Agent must have a primary residence within 50 miles of the Rental Property. The Member must provide to the Association a written statement containing the following information for their Designated Agent: name, phone number, email address and primary mailing address.
13. **Fees:** To cover the costs of administering and enforcing these rules, the Board is requiring a rental fee for each rental and lease agreement. The fee will be set by the Board at the yearly budget adoption. This fee shall be payable by each Member whose rental falls under the applicability of these rules. This fee shall be paid to the Association prior to the beginning of renting.
14. **Ability to Rent:** Only Members in good standing with the Association shall be permitted to rent their property.

VII. SEASONAL WEIGHT LOAD RESTRICTION – The Board of Directors shall have the power during the dates of February 15th and April 15th (inclusive) of each year to restrict road usage by vehicles of more than ten tons gross weight. In establishing these restrictions, the Board will:

- (1) Impose such restrictions only on a week-by-week basis for an aggregate period not to exceed eight weeks during any calendar year;
- (2) Review thaw conditions at least weekly;
- (3) Post signs at all entrances to Blue Heron Woods advising when and where such seasonal weight load restrictions are applicable; and
- (4) Reserve the right to delegate the above responsibilities to the Public Works Committee or another designee.