

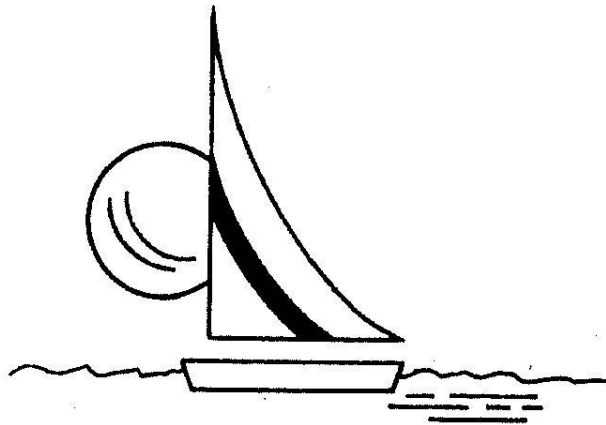


# LAKE HERITAGE

PROPERTY OWNERS  
ASSOCIATION, INC.

(A NON-PROFIT CORPORATION)

## RULES & REGULATIONS



# RULES & REGULATIONS

## Foreword

The following Rules and Regulations (“R&Rs”) have been established over a considerable time period. As such, this is a dynamic document subject to change as approved by the Lake Heritage Property Owners Association (“LHPOA”) Board of Directors (“BOD”). These R&Rs work in conjunction with the By-laws and Deed Restrictions. The purpose of these R&Rs is to establish a common framework within which all LHPOA Members can enjoy the use of their property as well as permitting all Members to enjoy the use of LHPOA property and facilities safely, protect the Members’ investment by maintaining property integrity and preserve our private, family-oriented community. Members and Tenants shall comply with all the R&Rs as stated herein. Failure to comply with these R&Rs is subject to enforcement action by the LHPOA BOD as appropriate.

## ARTICLE I

### Section 1

#### Membership

LHPOA Membership is defined in Article II Section 1 of the LHPOA By-Law, as follows: “The Association shall have only one (1) class of members which shall consist of those persons who own a lot or lots in Lake Heritage Subdivision.” An individual, designated by a legally recognized Third-Party entity owning property in the Lake Heritage Subdivision, is identified as “the member”. Amended 6/5/2019

### Section 2

#### Privileges Eligibility

1. The Member and those who live permanently with the Member in the Member’s domicile as evidenced by for example, proof of registration in local schools, driver’s license, voter’s registration card, tax return or other legal and current document accepted by the LHPOA BOD showing such address as residence, (Member’s Household) are allowed full access to all Lake Heritage facilities and are eligible for the issuance of LHPOA vehicle access identification and pool passes. Amended 6/5/2019
2. All other persons are classified as either Tenants or Guests. (a) Tenants are eligible for LHPOA privileges upon payment of the tenant user fee. (b) Guests are not eligible for LHPOA privileges and are the sole responsibility of the visited Member (“Guests”) Amended 6/5/2019

### Section 3

#### Violation, Suspension and Fines

1. It will be the policy of this Association to give written notice to those members who willfully violate the regulations and if necessary, suspend membership privileges and/or levy fines.
2. Except in the direst of emergencies (threat of immediate property damage or personal injury) no complaint should be processed or acted upon by the Board of Directors until the complaining member (complainant) has
  - a. Put in writing,
  - b. Signed it, and
  - c. Officially submitted it to the Board of Directors for action.
3. Every complainant must be made aware that if the offending member questions the Board of Directors as to WHO the complainant is and WHAT the exact wording of the complaint said, the aforesaid offending member will be shown the complainant’s written and signed statement. A copy of the complaint will be given to the offending member if the member requests such a copy. LHPOA’s records will indicate the fact that a copy was provided.
4. In addition, the complainant must understand and agree that by submitting a written complaint they may have to be present as a witness to support the Board’s case should there be a need to have the complaint adjudicated (either in court or at a hearing before the Board of Directors).
5. The Board of Directors may act on its own to issue a fine if the Board members are personally aware of the violation and vote in the majority to fine the offending member. In this case, no written complaint would be required. Adopted 5/3/2006

### Section 4

#### Vandalism and Harassment

1. Members or persons who are part of the member’s family (as defined under Article 1, Section 2 of the Rules & Regulations of the Property Owner’s Association) who injure, vandalize or destroy Association property, real or personal, shall be liable for suspension of his or her membership privileges for a period of time in addition to any civil or criminal penalty, punishment or damages for which he or she may also be found liable. The Board of Directors shall fix the suspension period after a hearing and finding that the person charged committed the act in question. Adopted 1/8/2003

**Section 5**  
**Lake Heritage Access**

1. The gate house off of Pennsylvania Route 97 is the only authorized access point to and from the Lake Heritage subdivision so as to provide security and limit access to property owners, tenants and authorized guests. Property Owners on the periphery of the subdivision are required to secure the perimeter of their property to prevent egress from and/or ingress to Lake Heritage roadways by cars or motor vehicles.
2. This prohibition does not apply during an emergency event for access by emergency vehicles, nor to access by a car or motor vehicle possessing a valid Lake Heritage vehicle sticker. Adopted 9/2/09

**ARTICLE II**  
**ROAD USE REGULATIONS**

**Section 1**  
**Definitions**

Effective immediately, the following regulations will apply to all individuals, corporations and associations using roadways owned and maintained by Lake Heritage Property Owners Association, Inc., in Lake Heritage Gettysburg, Pennsylvania area. The word "vehicles" as hereinafter used shall be defined to mean all motor vehicles as defined under the Motor Vehicle Code of the Commonwealth of Pennsylvania, including but not limited to trucks, transport carriers, vans, lo-boys, trailers, and all load-bearing equipment or machinery, transported across the roadways by whatever means.

**Section 2**  
**Weight Limit on Roads**

1. The weight limit for vehicles on all roads contained in Lake Heritage will be 30 tons (60,000 lbs) with the following exceptions:
2. Medical and Fire emergency vehicles, utility vehicles (water, cable, sewer), moving vans, home heating fuel deliveries (gas, oil, cut wood) and school buses are all exempt from above restrictions. Anyone requesting an exemption from the above must contact the LHPOA Roads Chairman. Adopted 7/2/08

**Section 3**  
**Property Owners Responsibility**

Property owners in the Lake Heritage Subdivision are responsible for notifying their agents, employees, contractors, subcontractors and material suppliers regarding these regulations and restrictions, and such property owner are liable individually and jointly with such agent, employees, etc., for the latter's violations of such regulations and restrictions.

**Section 4**  
**Road Repairs**

1. It is provided, that any person, entity, corporation, partnership or utility, except Lake Heritage Property Owners Association, Inc. desiring to have the paved portion of the streets or roadways in the Lake Heritage Subdivision excavated or opened for the purpose of such installation, observation, repair or replacement, shall first obtain a permit from the Roads Chairperson. The permit fee shall be \$1.00 per square inch to be opened or excavated with a minimum fee of \$25.00, or if a performance bond is dedicated to Lake Heritage Property Owners Association, Inc. in an amount and form agreed to by the Board of Directors the permit fee will be \$25.00 per road cut location. Said bond to be renewed annually in December for the next calendar year.
2. Upon completion of the installation, observation, repair or replacement the opening shall be immediately repaved by the permittee with a temporary patch. The excavation shall be replaced and repaved within not less than 60 days nor more than 120 days as follows:
  - a. Below 8 inches new No. 2A stone which shall be mechanically tamped at layers of no more than 12 inches.
  - b. Final 8 inches of material shall consist of:
    - i. 4 inches of concrete
    - ii. 3 inches of hot binder base macadam
    - iii. 1-inch surface of wearing course.
3. All material taken from the excavation shall be removed from the location. Each excavation cut of the roadway shall be by an air spade or saw only.
4. Each permittee shall have installed from each excavation, whether on the paved or unpaved portion of the roadway, a "French drain" (gravel drain) to the nearest drainage ditch or swale along the roadway. Until the excavation is completely repaved, the permittee shall be responsible to erect upon the site a properly lighted barricade for the safety of persons and property. This requirement may be waived at the discretion of the Roads Chairperson.
5. When the Roads Chairperson determines that the opening has been refilled and repaved in good condition by the permittee, he shall refund one-half of the permit fee; however, the sum retained by Lake Heritage Property Owners Association, Inc. shall in no instance be less than \$25.00.

6. In the case of an emergency where the obtaining of a permit prior to the opening or excavating is impossible, then the entity otherwise required to obtain the permit shall take immediate steps to secure a permit, deposit the required fee, and repave the opening upon completion of the installation, observation, repair or replacement.
7. If repaving is not completed within the specified time the Lake Heritage Property Owners Association, Inc. may, no less than seven (7) days after written notice from the Roads Chairperson, repave such opening and assess or charge the entity for the cost thereof, even if such charge exceeds the fee deposited, in which case no fee shall be refunded.

## Section 5

### Permit to Waive Regulations

1. Unusual circumstances or emergency situations may call for special consideration of the Lake Heritage Property Owners Associations, Inc. to waive these regulations and restrictions in an individual's case. Accordingly, applications for a SPECIAL ROAD USE PERMIT (SRUP) may be made to the Roads Chairperson at least five (5) days before the anticipated use of vehicles that exceed or violate the regulations and restrictions set forth herein. In emergency circumstances where less than five (5) days of notice is available, application must be made to the subject committee immediately upon the occurrence of the emergency.
2. The following factors and conditions will apply in the granting of an SRUP:
  - a. Issuance of the waiver is within the total discretion of the Roads Chairperson. However, appeals from an adverse decision may be made to the Board of Directors of Lake Heritage Property Owners Association, Inc.
  - b. Factors to be considered by the Chairperson include time of year, time of day, weather conditions, type of equipment or load, calculated PSI on road surface, length of roadway to be used, special access possibilities, and the like.
  - c. Issuance of an SRUP will be temporary in nature and will apply only to the specific instance of violation. No consecutive, continuing or daily use SRUP will be issued under any circumstances.

## Section 6

### Penalty

1. Violations by members of the Lake Heritage Property Owners Association will result in suspension and legal action to recover costs will be taken if necessary.
2. Violation by non-members of Lake Heritage Property Owners Association, Inc. will result in:
  - a. Perpetual prohibition from future use of the Association roadway system, and
  - b. Legal action for damages.

## ARTICLE III MOTOR VEHICLE REGULATIONS

### Section 1

#### Definition

The term "motor vehicle" as used in these rules & regulations shall mean any vehicle which is self-propelled. The term "vehicle" shall mean any device, in, upon, or by which, any person or property, is, or may be transported or drawn, upon a public or private road.

### Section 2

#### Pennsylvania Vehicle Code

1. The current Pennsylvania Vehicle Code as applicable to the operation of motor vehicles on public highways shall also be applicable to all motor vehicles using the roadways of LHPOA including but not limited to the following:
  - a. Licensing of operator.
  - b. Registration and inspection of vehicle.
  - c. Observance of and compliance with traffic rules & regulations.
  - d. Observance of posted speed limits and stop signs.
  - e. Insurance coverage.

### Section 3

#### Prohibited Vehicles

No go-karts, golf-carts, snowmobiles, minibikes, motorized scooters or all-terrain vehicles will be permitted to operate on any Association roadway. In addition, the following are **prohibited on Heritage Drive**: skateboards, roller blades or

SCOOTERS. Amended 11/12/2014

### Section 4

#### Vehicle Stickers

1. All Motor Vehicles owned by members and their resident family shall have a current LHPOA membership vehicle sticker affixed to the driver's side of the front bumper. Stickers are valid only through May 1 of the following dues year. Vehicles not in compliance will be stopped at the Gatehouse.
2. No sticker(s) will be issued unless members are in good standing, having paid membership dues and assessments, and have provided copy(ies) of current valid State Registration(s).
3. Stickers are not transferrable. Stickers are for the use of LHPOA members and their immediate family members who are dependent or residing with them. Violation of rules can result in suspension of your membership privileges.
4. A maximum of FIVE (5) stickers will be issued without additional charge upon compliance with the above requirements. ADDITIONAL STICKERS COST \$1.00 EACH. Approved 11/12/2014

## Section 5

### Driving on Private Lots

The use of private lots as a riding course for any motor vehicles shall be considered a violation of Article 5 of the Deed Restrictions.

## Section 6

### Improper Operation

Noisy or reckless operation of vehicles and unsafe carriage of passengers will not be permitted on LHPOA roadways.

## Section 7

### Abandoned or Junked Vehicles

No person shall permit to remain on any property any abandoned or junked motor vehicles. Only one unregistered vehicle shall be permitted on any lot at any time and then only for the purpose of transferring title to the owner or resident of said lot. Any unregistered vehicle remaining on any lot in excess of fourteen days shall be considered abandoned for the purpose of this rule.

## Section 8

### Semi-trailers/Truck tractors

No semi-trailer or truck tractor shall be allowed on any lot or Lake Heritage Property Owners Association right-of-way, except as may be necessary at that time for moving or construction purposes.

## Section 9

### Parking on Heritage Drive

Parking of a vehicle of any kind is prohibited on Heritage Drive, on the Heritage Drive right-of-way and on the abutting LHPOA easement. This prohibition shall not apply to Emergency and Utility vehicles actively on an emergency or utility call. Under unusual or special circumstances, and with prior notice, the Community Manager at his/her sole discretion (or the Board in the Community Manager's absence), may waive this prohibition for a specific instance of limited duration. Consecutive, continuing or daily waivers shall not be issued. Adopted 12/1/2010

# ARTICLE IV RECREATION AREAS

## Section 1

### General Use

1. These areas are for the use of all property owners. Users must follow posted rules. Curfew is 12:00 midnight for all pedestrians, vehicle traffic and vehicle parking, except for:
  - a. the parking lot at the Community Center for which the curfew will coincide with the end of a Community Center rental if that time should extend beyond midnight and
  - b. the parking area by the front gate pavilion. This area is available for lot owners/guest who need to park overnight in a secure area. Contact the front gate if you plan to use the pavilion area for overnight parking. Curfew is lifted at sunup. Guest must be accompanied by a property owner, their spouse or members of their immediate family residing at the same address as the dues paying members. Adopted 11/5/08

## Section 2

### Picnic Tables

Picnic tables on recreation areas are the property of LHPOA. Tables are not to be removed from recreation areas without the consent of the Recreation Chairperson. Tables that are borrowed must be returned within 24 hours.

## Section 3

## Reserving Facilities

Recreation area with pavilions (including the Community Center) may be reserved one day per month by any member. Reservations can be made by contacting the Recreation Chairperson or the LHPOA Office. There is no charge for the use or reservation of the pavilions. There is a charge for rental of the Community Center. A fee schedule and terms and conditions for rental of the Community Center facilities is available at the LHPOA Office.

## Section 4

### Alcoholic Beverages

Alcoholic beverages are permitted to be used on LHPOA properties, as long as such use is in compliance with the laws of the Commonwealth of Pennsylvania. Members serving such beverages to others are advised to be aware of current laws regarding liability. Alcoholic beverages shall not be sold or included in the price of any function on LHPOA property unless a "special occasion permit" has been obtained from the State Liquor Control Board. In no case shall alcohol be furnished, even free, to anyone who is a minor, is visibly intoxicated, has known intemperate habits, or is insane.

## Section 5

### Fund-raisers

The use of community facilities on a non-regular basis by recognized LHPOA Organizations for the purpose of raising funds solely to be used for Organization/Community needs is not deemed to be commerce, thus not in violation of the Deed restrictions and therefore permitted. This is so even when a commercial agent, such as a caterer or supplier, is used provided that this agent is operating under the direct supervision of the Organization. Such functions however shall not be open to the general public outside of Lake Heritage.

# ARTICLE V UPKEEP OF BUILDINGS AND GROUNDS

## Section 1

### Mowing

1. All lots must be maintained in a neat and orderly condition. Lots must be mowed at least four (4) times per year. Mowing must be completed by May 30, June 30, July 30 and August 30, and as many additional times as necessary to keep growth below nine (9) inches.
2. Lots not mowed in compliance with the above will be mowed by the Association and the owner of the lots will be billed for the cost of the mowing plus a reasonable management fee on a per lot basis. Members not paying mowing fees will be denied the use of the facilities and collection will be made as per Deed Restriction Section 8.

## Section 2

### Disrepair and Unsightly Conditions

1. Any home, lot, dock, or outbuildings left in disrepair or unsightly condition shall be considered a violation of Deed Restriction, Section 5 and compliance shall be pursued in the following manner:
  - a. After written complaint by two or more members, or a report by the Community Manager, the Board of Directors will investigate the complaint. If a **majority of Directors** agree that there is a violation, the **Community Manager/Board** will send a "Fine" by Certified-Return Receipt mail to the property owner, giving ten (10) days to reply. Adopted 7/7/2010, Amended 5/9/2013
  - b. If no reply, or an unsatisfactory reply is received within the required time frame, the property owner is asked to show cause why their privileges should not be suspended at the next Board of Directors meeting.
  - c. If an agreement cannot be reached to correct the violation at the above-mentioned meeting, the property owner's privileges will be suspended, and the property owner shall be warned of litigation if corrections are not made within thirty (30) days.
  - d. If corrections are not made within thirty (30) days, legal action will be instituted per Deed Restriction, Section 11, by the Board of Directors on behalf of LHPOA.
  - e. The suspension is to remain in effect until such time as the legal action is discharged and/or corrections have been made.

## Section 3

### Pets

1. Lake Heritage property owners/renters shall be and are hereby prohibited within Lake Heritage, whether on their property or other, to keep, breed, board, and/or raise animals, livestock, or poultry of any kind, regardless of number, except this shall not prohibit the keeping of common house pets, provided that they are not kept or maintained for commercial purposes.
2. Pets must be leashed and/or carried and under owner, custodian, or keeper's control when off owner's property. No owner, custodian or keeper shall allow any animal under their control to defile, befoul, corrupt or otherwise desecrate

any property of another. If your pet defecates on LHPOA or another's property LHPOA requires you to clean up the feces left by your animal and will assess a \$50.00 fine for violations.

3. Any property owner/renter who keeps or maintains any animal upon any portion of Lake Heritage shall be deemed to have indemnified and agreed to hold LHPOA, and each of its members, free and harmless for any loss, claim, or liability of any kind or character whatever, arising by reason of keeping or maintaining such animal within Lake Heritage. Adopted 7/1/09

## Section 4

### Ban on Lawn Fertilizer Containing Phosphorus

1. Regulating the amount of nutrients and contaminants, specifically phosphorus contained in lawn fertilizer, entering the Lake will improve and maintain Lake and ground water quality.
2. No person shall apply any lawn fertilizer within Lake Heritage that is labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate.
3. All lawn and yard maintenance contractors entering Lake Heritage shall provide a complete list of all fertilizers, nutrients and soil conditioners intending to be used on any property within Lake Heritage prior to entering LHPOA roadways to the LHPOA Office. Failure to do so will result in denial of entrance to the community. It is incumbent upon the contracting property owner to notify the contractor of the LHPOA requirements.
4. No person shall apply lawn fertilizer containing phosphorus to any impervious surface including parking lots, roadways, and sidewalks. If such application occurs, the fertilizer must be immediately contained and either legally applied to the turf or placed in an appropriate container.
5. Any waiver request to these regulations shall be made in writing to the Board of Directors at least 30 days prior to the date of the requested activity.
6. Violation of this Section by a member, or a company contracted by the member, will result in violation and penalty action under Article XXIV. Adopted 3/3/2010

## ARTICLE VI

### RENTAL OF MEMBER'S RESIDENCE

1. Members desiring to rent their dwellings must comply with the requirements of Article II, Section 5 of the By-laws. Each member shall be responsible for their tenant's compliance with the Association's Rules and regulations. Member property owners who have tenants are required to pay a tenant user fee for each tenant in each house owned by such member.
2. "Tenants" as that phrase is used herein and, in the By-laws, are defined as persons:
  - a. Who are not members;
  - b. Who are not part of the family entitled to use Lake Heritage facilities and common areas, as the term "family" is defined in Article I, Section 2, hereof; and
  - c. Who are domiciled in a Lake Heritage dwelling not also inhabited part-time or full-time by a member who owns such dwelling. For purposes of this definition of tenant, it is not necessary for the Association to prove a formal written lease or verbal rental agreement, nor is it necessary to prove the actual payment of rent or other form of remuneration between parties. Anyone living in a Lake Heritage residence, where the owner is not also domiciled or in residence, is a tenant and the member-owner of this residence will be invoiced for each tenant.
3. Only two (2) adult tenants are permitted in any one residence which is not owner occupied. For billing purposes only, a husband and wife who are tenants will give rise to only one (1) tenant user fee. For limitation purposes, however, they will count as two (2) tenants.
4. All tenants who qualify as such, shall be entitled to receive vehicle stickers and pool passes and shall be entitled to use the Lake, the common areas, and all the community facilities, after all fees are paid. Such facilities access and use shall also be granted to the dependent children of such tenants while those children are permanently domiciled in the same household. At age 21, such children will be entitled to use such privileges as already bestowed until the end of that fiscal year when they become guests and are no longer eligible for pool passes or vehicle stickers, and they can no longer use the lake facilities and common areas unescorted.
5. "Guests" as that phrase is used herein and, in the By-laws, are defined as persons
  - a. Who are not members; and
  - b. Who are not tenants as that term is herein defined.
6. Guests are not entitled to vehicle stickers or pool passes and must be escorted by a member when using the Lake, the community facilities and common areas.
7. Nothing herein shall be construed to indicate any type of membership privileges for tenants. Tenants are the responsibility of their landlord and have no standing with LHPOA.
8. The tenant-guest fee covers a period of one year starting April first and must be paid in advance. Members renting to tenants for less than one year will be eligible for a tenant refund on a pro rata basis.

## ARTICLE VII

# SIGNS

## Section 1

### Lots

1. Par. 5 of the Deed Restrictions prohibits display of signs of any kind on any lot without written permission of LHPOA. No more than one (1) sign shall be permitted per lot upon request (verbal or phone requests are acceptable) regardless of lot location (corner or perimeter lots) or type of sign to be displayed (contractor, FOR LEASE, FOR RENT or FOR SALE sign). The size of sign may be no larger than 24 inches x 24 inches or a maximum equivalent of 4 square feet (if configuration differs) and no higher than 3 feet above ground level.
2. FOR SALE, FOR LEASE and FOR RENT signs must be removed within 72 hours of settlement or upon the expiration of the listing. Permission to post a contractor's sign would be contingent on the owner being granted an LHPOA building permit. Contractor's signs must be removed when final inspection of construction for refund of building deposit fee is requested by the property owner.
3. LHPOA has a right-of-way on the roadway side of all properties. Signs may not be placed on LHPOA property. On Heritage Drive LHPOA owns a 70-foot strip of land which includes the roadway and extends approximately 25 feet on each side of the roadway. This strip of land is referred to as the "Right of Way". On all other roads the right of way is 60 feet, which includes the roadway and extends approximately 20 feet on each side of the roadway. Signs may not be placed any closer than 25 feet of Heritage Drive, or closer than 20 feet of all other roadways. Adopted 5/9/12
4. Sign location will be strictly enforced by LHPOA Security Staff. Signs that are located in the LHPOA right-of-way (within 15 feet of road edge) will be removed and taken to the guardhouse.
5. Multiple violations on the same property (more than 2 violations in a 6-month period) will result in disciplinary action by LHPOA Board of Directors. Action taken may include, but is not limited to, suspension of current sign approval for given lot, denial of future approval for lot owner or real estate agent of record, or a fine issued by LHPOA Board of Directors. Adopted 6/3/09

## Section 2

### Activity Boards

1. Security and maintenance of the activity boards and brick monument board will be assumed by the Public Relations Committee.
2. Brick Monument Bulletin Board located a Shady Grove Recreation Area: MONTHLY EVENTS will be listed on the glass enclosed changeable letter board situated inside the brick monument. This activity board is for the listing of monthly board activities, board meetings, and other important dates as designated by the board or Community Manager.
  - a. Wooden Bulletin Board Across from Gatehouse
    - i. All residents wishing to place sale signs for personal items or lost and found notices must use the wooden activity board across from the Guardhouse. The size of the sign should not exceed 8.5" x 11" in size. Notices MUST be both signed by the posting resident AND cite the resident's lot number. Notices MUST be dated and removed after 30 days; notices that are in good condition may be renewed for an additional 30 days by the resident re-dating the notice.
  - b. Glass Enclosed Bulletin Board at rear Security Gate House or Community Center Entrance
    - i. All LHPOA committee and Lake Heritage Clubs must place their signs in either of the glass enclosed activities boards located at the rear of the Gatehouse or the entranceway of the Community Center. Each sign must not exceed 14" x 22".
  - c. Sandwich Boards
    - i. To be used for official board business, notifications, safety issues and special events. A special event would be LHPOA Board sanctioned yard sale, fishing tournament, Regatta, etc - an event that is a yearly or bi-yearly event.
    - ii. All individuals and club representatives must assume responsibility for taking down their signs within 24 hours of the end of the event. If not, the Public Relations Committee reserves the right to do so at their discretion. In the event of a conflict for space, the most current events will be given priority.
3. No other locations are authorized for sign postings including the trellis on the Security house, the front gate itself, or on any poles.
4. All non-conforming notices will be removed and destroyed. Please note that notices that disparage individuals or contain vulgar and inappropriate language will be removed. Posters for political candidates are not authorized. The Board of Directors reserves the right to grant exceptions to these regulations. Adopted 11/4/09

## Section 3

### Open Houses

1. Open Houses for the sale of real estate shall only be permitted on Saturdays and Sundays between the hours of 11:00 A.M. and 5:00 P.M. except as otherwise designated by the Board of Directors
2. Open houses will not be permitted on the following holidays:



- a. Presidents' Day Weekend,
  - b. Palm Sunday,
  - c. Easter Sunday,
  - d. Memorial Day Weekend,
  - e. Labor Day Weekend, and
  - f. Thanksgiving Weekend.
  - g. And the following holidays when they fall on a weekend (Friday, Saturday, Sunday or Monday):
    - i. New Year's,
    - ii. July 4<sup>th</sup>,
    - iii. Veteran's Day and
    - iv. Christmas.
3. An open house sign can be placed on the property for sale and one other sign can be placed at the gatehouse intersection. No open house signs are to be placed earlier than 10:30 A.M. on the day of the showing and must be removed by 5:30 P.M.
  4. The Chief of Security Operations must receive notification of planned open house activities a minimum of three (3) days in advance of the scheduled open house(s). Failure to do so will result in persons not being admitted to the Lake and the removal of the signs by Security. Adopted 8/8/2012

## **ARTICLE VIII FIREARMS & HUNTING**

1. The discharge of firearms within Lake Heritage Subdivision is prohibited. The Lake Heritage area is posted no hunting allowed.
  2. It is prohibited to discharge any air rifle, air pistol, spring gun, spring pistol, BB gun, bow and arrow or similar device - or any implement that is not a firearm but which impels a pellet or object of any kind with a force that can reasonably be expected to cause bodily harm or property damage - on, from or toward any common area within Lake Heritage.
- Adopted 12/18/02

## **ARTICLE IX GUEST OF PROPERTY OWNERS**

Members, their spouses and members of their immediate family residing at the same address as the dues paying member may invite Guests to visit the Lake Heritage area provided, they accompany such guests and assume responsibility for their activities.

## **ARTICLE X BOATING, SKIING, FISHING AND SAFETY RULES**

1. It is not the intention of your Board of Directors to inhibit your use of the lake for boating, skiing, fishing, or any water activity that can be conducted safely and without endangering the lives or property of others. However, it will be necessary to rigidly enforce certain rules in the interests of safety and for the best interests of the Association's members. The basic rules of good boating practice as set forth in Coast Guard Regulations and the current Pennsylvania Fish and Boat Commission Bureau of Boating "Boating Handbook" will govern boating, water skiing and all persons being towed by a motorboat on Lake Heritage.
2. The Associations Patrol Boat Operators, authorized member volunteers under the control of Security, and/or members of the Lake and Dam Committee have the primary responsibility for enforcement of the rules set forth herein. It is anticipated that from time-to-time a Commonwealth of Pennsylvania Waterways Patrolman will be on, or at, Lake Heritage to determine compliance with Pennsylvania and Coast Guard Requirements.
3. For the protection of you and your family and the families of others, become familiar with the Commonwealth of Pennsylvania Boating Regulations and observe the association's rules.

## **ARTICLE XI BOATING REGULATIONS**

### Section 1

#### General Requirements

1. Only boats registered with the Association in the name of a Lake Heritage property owner are allowed on the lake and these boats must clearly display the current years LHPOA boat stickers and Association member's lot number on both sides (anywhere from the center to the stern) of the boat. All vehicles with boats must stop at the guard house to be checked in. (Pennsylvania law requires that - "No other number (other than state registration number) shall be displayed on either side of the bow of the vessel. Vessels must be registered in the state that it is principally used.") Boating regulations have been categorized as Administrative and Operational. Administrative Violations are

considered violations that do not directly affect the safety of life and property on the Lake. Operational Violations are deemed so serious that they affect the safety of the boating public. (Administrative)

2. The Association and its Board of Directors assume no responsibility for boats, motors, or any other personal equipment left on Lake Heritage property. The docks at the access areas are for the use of members not having waterfront lots; members cannot claim any particular dock space. No old tires or any other permanent device shall be installed on access area docks for protection of boats. Members are advised to affix plastic fenders to their boat. Boats moored at docks are personal property and should not be moved or entered without the owners' permission. (Administrative)
3. Persons born on or after January 1, 1982 may not operate a boat of 25 hp or greater unless they have obtained and have in possession a Boating Safety Education Certificate. (Operational)
4. Children 11 years of age and younger are NOT legally allowed to operate a boat that is greater than 25 hp. There are no restrictions on 0-25 hp. (Reference: PA Boating Handbook / Chapter 2 / Legal Requirements / Minimum age of operation) (Operational) Corrected 06/09/2015

## Section 2

### Coast Guard & State Requirements

1. All boats operating on the Lake must have on board Coast Guard-approved (Type I, II, III, V) and serviceable Personal Flotation Devices (PFD) for each person. In addition, boats 16 feet and over must have a throwable device (Type IV) on board. PFDs MUST be worn by all persons being towed and sailboarders (windsurfers). Children 12 years of age and younger when underway on any boat 20 feet or less in length and all canoes and kayaks are required to wear a PFD (life jacket). (Operational)
2. Coast Guard regulations require an operable fire extinguisher in boats having any compartment (including the deck-bilge space) in which fuel fumes may collect. Whistles, horns, or other sound-producing devices are also required for all boats (audible for a half a mile). (Administrative)
3. Boats operating after sunset (when the dam light comes on) must have properly functioning Coast Guard-approved running lights. Implicit in the above is that these lights must be on! Boats operating after sunset (when the dam light comes on) shall not create any wake and are not allowed to exceed 5 mph. (Operational)
4. Boats must display an all-around anchor light when anchored or trolling at night. (Operational)

## Section 3

### Operating Restrictions

1. Boats operating within 100 feet of any shoreline, floats, docks, launching ramps, swimmers, downed towed persons or anchored, moored or drifting boats, or in any cove or inlet are limited to a slow minimum-height swell speed; one that creates no wake. The boat operator will be responsible for any damage or hazard caused by his wake. (Operational)
2. Between the buoys and the shore, no traffic patterns are established. Outside the buoy line, towards the center of the lake all boats must follow a counterclockwise traffic pattern; i.e. the nearest shore should always be on the boat operator's right. This includes the "neck" end of the lake as well as the main body. The counterclockwise pattern must also be observed when dropping off skiers and tubers at docks and recreation areas. Do not follow behind a skier or persons being towed by a motorboat. Maintain a minimum of 100 feet. (Operational)
3. At all times sailboats under sail only and all hand and foot propelled craft have the right-of-way over motorboats. ALL BOATS MUST STAY WELL CLEAR OF SWIMMERS AT ALL TIMES. (Operational) Adopted 12/5/07

## Section 4

### Safety Restrictions

1. No person may swim more than 100 feet from shore unless accompanied by a boat. (Operational)
2. No standing or sitting on top of seat backs or side of boats in motion. (Operational)
3. Dangerous, negligent and/or reckless operation of boats will be grounds for the Board suspending membership privileges to the member. This means operating a watercraft in a manner that consciously, willfully and wantonly creates a substantial and unjustifiable risk to the safety of persons or property in, upon or along the waters of Lake Heritage. Involves gross deviation from the standard of care that a reasonable operator of a watercraft should observe under the circumstances. A person who operates a boat in the manner described above may also be subjected to prosecution under the laws of the Commonwealth of PA. (Operational)
4. It is illegal to operate a boat while under the influence of alcohol or a controlled substance. (Operational)
5. Boating accidents must be reported by the boat operator to the PA Fish and Boat Commission when: (Administrative)
  - a. A person dies or disappears
  - b. A person is injured and requires medical treatment beyond first aid.
  - c. Damage to the boat and their property totals more than \$500.

## Section 5

### Lake Contamination

1. No debris, trash or garbage is to be thrown into the lake. (Administrative)

2. No boats with toilet facilities are allowed on Lake Heritage. (Administrative)
3. There shall be no burning of leaves or any debris between the sea wall and the lake. (Administrative)
4. To facilitate annual inspection of docks and seawalls all waterfront lots must be numbered so as to be identifiable from the water. Numbers shall be no less than 3 inches in height. (Administrative)

## Section 6

### Guests

The use of the lake by Guests shall be in accordance with Rule IX, Guest of Property Owner. (Administrative)

## Section 7

### Boat/Motor Size Restrictions

1. In an effort to enhance safety on our lake for all watercraft, their operators and passengers, skiers, towed persons and swimmers, the Lake Heritage Property Owners Association Board of Directors approved these power boat and motor limit restrictions, which will apply to all power boats and motors registered after April 1, 1997. (Administrative)
2. Any and all existing boats and motors that have been registered prior to the above date are excluded, but any replacement boat, or motor, must comply with the following limitations. (Administrative)

TYPE	MAXIMUM ALLOWABLE LENGTH	MAXIMUM ALLOWABLE HORSEPOWER
Pontoon	21 ft. Over-all (Motor not included)	90 HP
Inboard or Inboard/Outboard (Stern Drive)	21 ft.	140 HP
Outboard Including Sailboats	19 ft. (All Hull Types)	90 HP
At the time of the boat inspection, the owner must provide the Manufacturer Specification Data or published technical data, to verify the above criteria has been met. (Administrative)		

3. Anyone who wishes to put a boat on the lake with special hull or engine design that exceed these limits must secure prior written approval of the LHPOA Board of Directors. Such approval shall be for a time period specified by the Board of Directors. (Administrative)
4. Anyone who wishes to register an inboard boat that exceeds the current horsepower restrictions must comply to the following criteria: (Administrative)
  - a. Designed to specifically minimize wake size
  - b. Mid-mounted engine hull design
  - c. Direct drive shaft from engine to propeller
  - d. Maximum speed of 45 mph
  - e. Maximum 80 decibels (db) at full operating speed measured at a distance of 125 feet
5. No air boats, power racing boats, personal watercraft, or kite tubes are permitted within the lake. No boats with exhaust systems above the waterline to be permitted. (Administrative)

## Section 8

### Boat/Motor Inspection

1. Any boat not previously registered at Lake Heritage shall be inspected prior to being placed on Lake Heritage waters. All boats previously registered at Lake Heritage will be exempt from this inspection, except in the case of the Board receiving complaints concerning a previously registered boat. (Administrative)
2. No boat sticker will be issued to any property owners registering a motorized boat for the first time, until that boat has passed inspection. (Administrative)
3. There shall be a Lake Heritage Board approved inspector for boat inspections. This will be governed by the Lake and Dam Chairman. The inspector shall have access to LHPOA boat registration cards, (included in dues mailing), for verification and use during boat inspection. Model and serial numbers of motor and boat shall then be recorded on these cards by inspector. The inspector shall also note date and result of the inspection on this card, and promptly return it to LHPOA Office Manager. (Administrative)
4. Any property owner wishing to register a motorized boat not previously registered at Lake Heritage shall contact the LHPOA Office Manager for boat inspection scheduling information. It will be the responsibility of the property owner to schedule such inspection, and not the responsibility of the Office Manager. (Administrative)

## Section 9

### Boat/Watercraft Stickers

1. All boat/watercraft owned by members and their resident family shall have a current LHPOA membership boat sticker affixed to both sides of the watercraft anywhere from center to stern. In addition to the boat sticker, members must

- also have owner's lot number on both sides of the watercraft anywhere from center to stern.
2. No boat stickers will be issued unless current year's Lake Heritage boat registration form is completed and returned to the office. Members must also be in good standing, having paid membership dues and assessments. Previous registrations of boats are null and void. (Administrative)
  3. No boat stickers will be issued unless a copy of the state boat registration (motorized craft), valid for the current dues year, is enclosed. Copy of proof-of-ownership may be submitted for non-motorized craft (bill of sale) in lieu of a state boat registration. (Administrative)
  4. Stickers are not transferrable. Stickers are for the use of LHPOA members and their immediate family members who are dependent or residing with them. Violation of rules can result in suspension of your membership privileges.
  5. Stickers are not transferrable. Stickers are for the use of LHPOA members and their immediate family members who are dependent or residing with them. Violation of rules can result in suspension of your membership privileges.
  6. A maximum of FIVE (5) stickers will be issued without additional charge upon compliance with the above requirements. **ADDITIONAL STICKERS COST \$1.00 EACH.** Revised 11/12/2014

## SECTION 10

### Zebra Mussels and Invasive Species Quarantine

1. All watercraft being brought into Lake Heritage will require seven-day quarantine unless the watercraft has a Watercraft Re-Entry Pass. If the member is only removing the watercraft for a short time (less than two hours) then only a Watercraft Re-entry Pass showing the time of departure from the lake will be required. Upon re-entry of this watercraft, the Watercraft Re-entry Pass will be shown to the gate security staff, and the time and date will be noted. If the watercraft is removed from the lake for longer than two hours, then the quarantine procedures of paragraph 2 will be followed. Note: All forms will be available at the gate house or office.
2. If quarantine is required, the owner must complete the information section of the Watercraft Quarantine Worksheet before reentering Lake Heritage. \*Follow quarantine security procedure as defined in paragraph 11 "Quarantine Procedure". The owner must provide dry storage, either indoors or under a full tarp for a seven-day period. In addition, the owner must complete the quarantine checklist provided with the Worksheet. Special attention should be given to the areas where the aquatic life can "hide" such as live wells, bilges, bait buckets, engine cooling systems, and anchor chains and ropes. The owner is then able to put the watercraft into the lake.
3. Members with a Watercraft Re-Entry Pass must enter the front gate with their pass for validation by the security person. They must complete the information in the "RE-ENTERING LAKE" part of the form. The pass will be reviewed by the security staff member. If the paperwork is signed, indicating that the watercraft has not been in other waters, the watercraft may enter and launch in the lake immediately. If not, the watercraft will be subject to the seven-day quarantine procedure referenced above (See paragraph 2). The security staff member will initial the pass and give the member an orange quarantine tag. The pass will be kept in the security building.
4. Should a member with a watercraft in quarantine desire to move the watercraft from Lake Heritage in order to use it in another body of water, no Watercraft Re-Entry Pass will be provided, and the boat may be used outside Lake Heritage. However, when re-entering Lake Heritage, the quarantine process will begin as described in paragraph 2. Member will remove the orange quarantine tag and give it to the Security staff member at the gatehouse.
5. Members removing their watercraft from Lake Heritage property, with no intention of placing their watercraft in another waterway (such as going out for maintenance, permanent home, etc.) should stop at the Shady Grove recreation area parking lot to complete the applicable portion of the Watercraft Re-Entry Pass. The security staff member will then note the date and time, then initial the pass. The pass will be given to the watercraft owner
6. Vendors doing business at Lake Heritage may go to the office for a vendor certification form. The completed form must be mailed or delivered to the office to receive a Vendor's Pass. Only certified vendors, the PA Fish and Boat Commission and local emergency agencies will be allowed to bring a non-member watercraft into Lake Heritage.
7. This policy, along with an education document on invasive species must be signed by members each year prior to getting their boat stickers.
8. All forms related to the Invasive Species and Zebra Mussel Quarantine Policy will be available at the LHPOA Business Office.
9. Violations of the Invasive Species Quarantine Policy: Due to the serious nature of invasive species infestations, fines have been set for any violations of the policy. Any deviation to the above procedures will result in a fine assessment of \$300.00 and a ban of subject watercraft from using Lake Heritage for one year from the date the fine is assessed.
10. While this policy pertains primarily to trailered and powered watercraft, all members of the LHPOA are required to implement similar protective measures when bringing any watercraft back into the community after use in other waters. Power washing canoes, kayaks, and paddle boards, allowing life preservers and vests to dry, etc. will provide an additional layer of protection in keeping invasive species out of our lake.
11. Quarantine Procedure:
  - a. Gatehouse staff will maintain a separate boat logbook of the member's name, lot number, boat registration number, date and time of arrival. The member will complete the required forms. Member will move boat to the Shady Grove recreation area parking lot, if unoccupied, to complete the paperwork. This will get the boat out of the line of traffic. Member completes the required paperwork and returns it to the security staff and will be given

- an orange quarantine tag. The member takes the boat to his/her residence or boat storage location. The Member covers the boat under a full tarp and then secures the tag to the boat
- b. If the Shady Grove recreation area is occupied, the member may take the boat to his/her residence or boat storage location. Member completes the required paperwork and returns it to the security staff. Member then stores the boat as outlined in paragraph a. above and secures the tag to the boat or trailer.
  - c. The roving security patrol staff will verify the boat is tagged and covered and will pick-up the paperwork if it has not been already returned to security. If the member is not at home, a security staff member will call for the paperwork to be delivered. Periodically, the roving security patrol staff will confirm that the boat is tagged and covered throughout the 7-day timeframe.
  - d. The patrol vehicle will have tags for use in the event the member fails to tag the watercraft. The roving security patrol staff member will affix the tag and record the number, date, location, and time. The seven-day quarantine period begins at this time.
  - e. At the end of the 7-day quarantine period the member should return the paperwork and tag to security and is then free to launch their craft into Lake Heritage waters. Adopted 6/10/2015

## **ARTICLE XI-A SKIING AND TOWING REGULATIONS**

### **Section 1 Operating Restrictions**

1. The restricted size of Lake Heritage and the use of the lake for water skiing and towing of individuals place a heavy burden of responsibility for safety on all boat owners and towed individuals alike. When there are more than twelve boats with skiers or other towed person(s) in the main portion of the lake, members are advised to consider the safety hazard before adding themselves to the traffic problem.
2. On Saturdays, Sundays, and Holidays water skiing hours will be between 9:00 A.M. and until the strobe light above the dam is on. (The 9 A.M. weekend and Holiday starting time is established for the benefit of early-morning fisherman, and to reduce the morning noise-level.) (Administrative) Adopted 3/5/2003

### **Section 2 Pattern of Operation**

1. Boats towing more than two persons must be followed by a pick-up boat. (Operational)
2. No more than two skiers or other towed persons per boat will be allowed on Saturdays, Sundays and Holidays except by written approval of the Board of Directors (for Regatta, Special Events, etc.). (Operational).
3. Skiing and towing of other persons must be in a counterclockwise pattern around the lake. In addition to the boat operator, a competent observer must be in the boat in a position to observe the progress of the person being towed. A competent observer is a person who has the ability to assess when a skier is in trouble, knows and understands the water-skiing hand signals, and is capable of helping a skier. In addition, a competent observer must be at least 9 years of age. (Operational)

### **Section 3 Equipment**

1. All skiers and persons being towed must wear a Coast Guard approved personal flotation device ('PFD') Type I, II, III, V. (Operational)
2. Tow ropes shall be no longer than 80 feet. (Administrative)
3. Skiers or other persons being towed shall not swing out into the path of any boat. (Operational)
4. Trailing tow ropes present a hazard to other boats and skiers; all ropes must be retrieved into the boat except when making an immediate return to the dropped individual. (Operational)
5. All downed skiers or persons being towed must be retrieved immediately. (Operational)

### **Section 4 Safety Requirements**

1. Any skier dropping a ski is responsible for any damage caused by that ski. Dropping a ski for the purpose of single-skiing in the main boat traffic pattern is prohibited. If dropping a ski, the skier should cut to the right of the boat (toward the shoreline) and drop the ski at approximately 100 feet from the shoreline (i.e. in line with the buoys). The patrol boat operator is authorized to pick up skis found in the main traffic pattern and issue a violation notice to the operator of the boat involved. (Operational)
2. Skiing within coves or inlets, picking-up or dropping-off skiers within 100 feet from any shoreline, dock or swimmer is prohibited. (Operational)
3. Skiers and all towed persons shall not come closer than 100 feet to any shore or dock while under power in the main part of the lake; i.e. south of the fishing pier. In the narrow end of the lake (i.e. north of the fishing pier) boats, skiers

and towed persons must remain within the buoy marked channel. Towed U-turns are prohibited in this channel. Boat operator must observe the 100-foot rule at all times. (Operational)

4. The boat owner is responsible for the conduct and actions of the skiers and towed persons. Skiing or towing in a dangerous or reckless manner or under the influence of intoxicants will be grounds for the Patrol Boat operator or a designated representative to order the offender off the lake immediately for the remainder of that day. (Operational)
5. Debris and dropped skis can be hazardous to water skiers, towed persons and speeding boats. Boaters are encouraged to pick-up and remove any debris found floating in the lake. (Administrative)

## **ARTICLE XII MEMBER BOATING FINES**

Introduction: In order to promote the safest possible environment for our enjoyment of the lake and to provide a meaningful system for assessing boating fines, the following types of violations are hereby defined.

### **Section 1**

#### **Administrative Violations**

Administrative Violations are considered violations that do not directly affect the safety of life and property on the Lake. For these violations, the following fines will be assessed:

<b>Offense</b>	<b>Action</b>
First	Warning
Second	\$25 fine
Third	\$50 fine
Any subsequent	\$100 fine

### **Section 2**

#### **Operational Violations**

Operational Violations are deemed so serious that they affect the safety of the boating public. For these offenses, the following fines will be assessed:

<b>Offense</b>	<b>Action</b>
First	\$50 fine
Second	\$150 fine
Third & Subsequent	\$300 fine & suspension of Lake Boating privileges for a minimum period of 30 days. A just cause hearing before the Board of Directors is required before reinstating lake privileges.

### **Section 3**

#### **High Risk Violations**

1. High Risk Violations are those that have a high probability of causing very serious injury or death to the boating public. These include:
  - a. No PFD (life jacket) on children 12 and under.
  - b. Operating a boat under the influence of alcohol.
  - c. Weaving through congested traffic.
  - d. Towing of skiers, wake boarders, or tubers between the buoy line and the shore.
  - e. Allowing children to bow ride while underway.
2. For these offenses, the following fines will be assessed: First and any subsequent Offenses - \$300 fine and suspension of Lake boating privileges. A just cause hearing before the Board of Directors is required before reinstating lake privileges.

### **Section 4**

#### **Determining the Number of Offenses**

A 12-month period going back from the latest warning/fine will determine the number of offenses that have been committed. All violations, regardless of the category of each violation, will be used in determining the number of offenses.

Adopted 9/12/05

### **Section 5**

#### **Fines/Suspension Review Board**

A Fines/Suspension Review Board will be established by the Board of Directors to handle appeals by boating violators. The Fines/Suspension Review Board will consist of five (5) members of LHPOA in good standing appointed annually at the Board of Directors Reorganization Meeting for 1-year terms. They will serve at the pleasure of the Board of Directors. No member who is associated with Security or is a Director in LHPOA may be appointed to the Review Board. The Fines/Suspension Review Board is an advisory Board only and will make non-binding recommendations to the Board of Directors. Adopted 3/3/2004

## Section 6 Appeals

1. Anyone issued a warning/fine for a boating violation may appear before the Fines/Suspension Review Board within thirty days (30) of the date that appears on the warning/fine letter to appeal their case. However, failure to appear before the Review Board, unless a request in writing is made to appear before the BOD, will be tantamount to pleading guilty and is acceptance of the fine/suspension that was proposed. However, any member may request to appear before the BOD in lieu of the Fines/Suspension Review Board. This request must be in writing and addressed to the Review Board who will then forward the request to the Board of Directors without a recommendation. Adopted 3/3/2004 Revised 12/6/2006
2. Upon hearing an appeal, the Fines/Suspension Review Board can recommend to the Board of Directors one of the following options:
  - a. Sustaining the fine and/or suspension
  - b. Decreasing the fine and/or suspension
  - c. Canceling the fine and/or suspension

## Section 7 Unpaid Fines

All fines shall be due and payable within 30 days of the Board of Directors decision. Failure to pay fines will result in an automatic suspension of privileges until such time as the fine is paid. If a suspension is already in place, one day will be added to the suspension for each day the fine is unpaid. Additionally, fines past due by 90 days will result in legal action to collect as per Article XVI resulting in additional costs for which the property owner will be responsible. Adopted 10/01/08

# ARTICLE XIII FISHING REGULATIONS

## Section 1 License

1. (WARNING!) The Commonwealth of Pennsylvania has ruled that all property owners and their guests fishing in Lake Heritage must possess a current Pennsylvania Fishing License! A Pennsylvania Waterways Patrolman may appear unannounced on the Lake at any time to enforce the State Laws. For PA rules and regulations refer to the current "Summary of Fishing Regulations and Laws".
2. If called upon the Board will cooperate with the Pennsylvania Fish and Boat Commission or its duly authorized representative. The Commission, by law, has jurisdiction over all "inland waters" which are defined as "Any non-tidal stream, river, lake (artificial or natural) or body of water within the Commonwealth of PA".

## Section 2 Boats and Docks

All of the water in Lake Heritage is open to fishing. However, fishing from another person's property (docks or shore-line) without the property owner's permission is trespassing and is not condoned. Members may fish from any community-owned property (access areas) or the fishing pier.

## Section 3 Catch Limits

1. The quotas for daily catches are no more than: 6 Trout, 6 Bass, and 6 Walleyes per day. Keep only those fish of these 3 types that you or your family can eat.
2. Do not keep any bass until after the mid-June spawning season so as to allow the maximum number of fish to spawn.
3. Injured fish usually die, if your bass or trout bleeds when the hook is removed, or has swallowed the hook, keep it.

## Section 4 Lake Restrictions

1. Do not put any kind of fish, including unused minnows, into Lake Heritage.
2. When fishing from the shore do not leave any debris (cans, bottles, plastic, etc.) or remove rocks from the dam.

3. Do not remove any rocks from shoreline or access area. They have been placed there to reduce erosion.
4. No lake water may be used by any resident for personal use, such as, but not limited to irrigation, plant or yard watering by mechanical means, or any other use without the specific permission of the Board of Directors. The last section of this sentence does not apply to water pumped by fire and emergency vehicles due to dry hydrant or any other means necessary in emergency. Revised 8/8/07

## Section 5 Guests

The use of the lake by Guests shall be in accordance with Rule IX, Guest of Property Owner.

# ARTICLE XIV POOL RULES & REGULATIONS

## Section 1 Pool Operation

On an annual basis the LHPOA Pool Committee will recommend to the BOD the pool rules for the season, pool hours and the number of guests allowed at any one time from one member.

1. All Members, Tenants and Guests shall comply with the Pool Rules.
2. Pool Manager/Assistant Manager(s) and Lifeguards, at their sole discretion, are authorized to expel any individuals from the pool area who decline to obey instructions for the safety of others or for their behavior. Adopted 10/10/2012. Amended 3/13/2019.

# ARTICLE XV ASSESSMENT OF FEES AND DUES

1. Each adult person named as a titled owner on the recorded deed for a residential lot in Lake Heritage Subdivision is deemed a member of the LHPOA. As such, he or she shall separately be responsible to pay for an initiation fee and the annual membership dues, and he or she shall be jointly and individually liable for the payment of the annual deed covenant fee and all assessments imposed on the residential lot in question. For purposes of this paragraph, those two persons named by deed(s) as co-owners who are also spouses to each other shall be deemed to be one person and therefore need pay only one
  - a. Initiation fee and one
  - b. Annual membership dues between them, but both shall remain liable, jointly and separately, for payment of said fee and dues, and for payment of the annual deed covenant fee and all assessments imposed on such lot.
2. Alternately, any two (2) non-spousal adult individuals who have been deeded joint ownership of a residential lot in Lake Heritage Subdivision and who are living as domestic partners, may apply in writing to be approved by the Board of Directors as a Family Unit. When so approved, the said two non-spousal adult unit will be responsible to pay only one (1) initiation fee, and one (1) set of annual membership dues between them. However, both co-owners will remain liable, jointly and individually, for payment of said initiation fee and annual membership dues as well as the annual deed covenant fee and any assessments imposed on such lot.
3. Approval of each Family Unit application will be at the discretion of the LHPOA Board of Directors, and an affidavit of qualification may be required. Persons who submit an application bearing false information shall be responsible to pay separate initiation fees and annual membership dues from the date of ownership of the property or the date of application submission, whichever occurs last. Adopted 1/7/04, Revised & Adopted 12/1/04
4. A lot owner or owners who leases or otherwise rents real property within the Lake Heritage Subdivision shall be liable for and be invoiced for a Tenant-Guest Fee for each Tenant of the subject property. Upon payment of the Tenant-Guest Fee, the Tenant-Guest shall have use of the Association's facilities as prescribed by the Board of Directors for all Tenant-Guests. For the purposes of this paragraph those Tenants who are spouses to each other are deemed to be one Tenant-Guest.
5. Corporate Grantees of property in the Lake Heritage Subdivision shall be entitled to designate a single family as its representative for use of Association facilities and for the purpose of participating in Lake Heritage Property Owners Association business.
6. Non-resident Lessee/s of commercial property within Lake Heritage shall be liable for and be invoiced for an annual fee equal to 30% of the Tenant-Guest Fee. This lessee fee is for the use of the roads and the attendant security provided but does not entitle the lessee to the use of any other Association facility.
7. Installment Sales Agreements: Where there is an installment land sale agreement for the sale and purchase of a lot in the Lake Heritage Subdivision, and where the said agreement or memorandum thereof has been recorded in the office of the Recorder of Deeds of Adams County, the property owner/seller and/or the buyer shall promptly provide the association with a copy of the recorded document whereupon, as to the lot in question, the owner/seller shall cease being responsible for dues, assessments, fees, penalties and charges thereafter incurred and shall cease being entitled to any of the privileges of membership. Buyer shall, simultaneously, become entitled to all the



privileges and obligations of membership as to the lot in question, including responsibility for paying whatever initiation fee which is then in force, as well as all dues, assessments, fees, penalties and charges thereafter incurred. The lot in question will remain liable, *in rem*, for any unpaid dues, assessments, fees, penalties and charges accrued prior to buyer's entering into said installment land sale agreement. If there is a later default by buyer for which and by which the said installment land sale agreement is terminated, the said property owner/seller and/or the buyer shall promptly provide the Association with a copy of the recorded document which reflects the said termination, and the privileges and responsibilities of membership shall revert to the original property owner/seller, including liability to pay whatever initiation fee which is then in force. As before, the lot in question will remain liable, *in rem*, for any unpaid dues, assessments, fees, penalties and charges accrued prior to the said termination.

## **ARTICLE XVI COLLECTION OF DUES & ASSESSMENTS**

1. The Treasurer shall grant a 3% discount on combined sums of the annual dues and assessments to any member who pays such sum in full before April 1 of each year. But the Treasurer shall impose a 15% penalty on the combined sums of dues and assessments upon any member who does not pay such combined sums after May 1 of each year.
2. Annual association dues, deed covenant fees and major improvement per lot assessments not paid by June 15 shall be considered delinquent. Other fees and assessments shall be considered delinquent 90 days after the date of invoice. All reasonable legal fees and costs incurred in the collection of delinquent dues, assessments and fees, including reasonable legal fees where suit has been filed, shall be assessed against the delinquent member.

## **ARTICLE XVII PRORATION & REFUND OF DUES**

1. Annual dues and assessment shall be fixed by the Board of Directors prior to the beginning of each Budget year and shall be owed in full by each member regardless of the date when membership commences or terminates.  
Notwithstanding the above;
  - a. where as a result of the sale of real estate in the Lake Heritage Subdivision the seller terminates and the purchaser commences membership in the corporation, each may be excused from paying a full amount of annual dues and the assessment of the Budget year of sale or purchase and may have such sums prorated between seller and purchaser upon the condition that all dues, assessments, penalties, late charges and attorneys fees owed by the seller of such lot or lots shall have been paid in advance of settlement or escrowed at settlement and paid over to Lake Heritage Property Owners Association within seven (7) days after settlement, or
  - b. if after the sale of real estate in the Lake Heritage Subdivision, the seller remains a member, by virtue of ownership of other lots, and the purchaser becomes a member of the Association, then the dues of the seller may not be prorated, but the assessments for the lot subject to sale may be prorated for and in such circumstance, the dues of the purchaser may be prorated the portion of the remaining budget year if such sum is paid within seven (7) days after settlement.
2. Any member of the Property Owners Association who at any time does not own real estate in the Lake Heritage Subdivision shall have such membership terminated automatically and shall not be entitled to any of the rights and privileges accompanying such membership.
3. Nothing herein contained shall excuse a purchaser from making formal application for membership upon the records of the corporation.

## **ARTICLE XVIII BAD CHECKS**

Once the Association has received notice that the Bank is going to refuse to make a check good after several deposits, Lake Heritage Property Owners Association, Inc. is then required to notify the debtor by certified mail of the refusal, and the debtor would then have ten (10) days to make the check good from the date that they received the refusal. Thereafter, the Association would then have the ability to file a bad check charge and would have to also keep with their records the return receipt card indicating that they, the debtor, has received the notice of refusal, together with a copy of the notice of refusal from the Bank to meet the requirements of the statute. A \$20.00 service charge, can and will be charged (as long as notice of a Bad Check Policy is conspicuously displayed on the payee's premises when the check was issued.)

## **ARTICLE XIX DISTRIBUTION OF UNSOLICITED ITEMS**

No unsolicited item, material or conveyance, such as "route tubes", shall be placed on any lot without the written permission or request of the lot owner.

## **ARTICLE XX**

## ATTENDEES AT ASSOCIATION (LHPOA & LHBOD) MEETINGS

LHPOA has the absolute right to control who attends meetings and lot owners, as members of the Association, do have a right to attend. A member may also bring legal counsel in relation to some relevant issue if he/she so desires. A Non-member (other than legal counsel) may not attend such meetings unless that person is specifically invited to attend by the Board. Should a non-member refuse to leave a meeting, that person could be cited with trespassing.

## ARTICLE XXI MATERIAL FOR RESALE OF UNITS

In Accordance with Section 5407 (b) of the Pennsylvania Uniform Planned Community Act, the Association will, within 10 days of a formal request from the seller (or his agent), provide the seller (or his agent) with the necessary Documentation and Resale Certificate as dictated by Section 5407 (a). The 10-day processing period will not begin until a non-refundable fee, to cover the cost of research and preparation, has been paid in full. Said fee shall be established by the Lake Heritage Board of Directors and reviewed by the Treasurer at least once a year to ascertain its reasonableness.

## ARTICLE XXII PERPETUAL JOINING OF LOTS

1. If a member chooses to perpetually join his full lot to his adjoining full lot, or to his adjoining partial lot, in compliance with the following requirements, the Board of Directors shall thereafter consider the joined land as a single lot for purposes of the levy of annual dues and assessments.
  - a. The Board of Directors must approve the planned joinder by the vote of a majority of the Directors eligible to vote.
  - b. The joinder of land must meet and satisfy the requirements of all local municipal and state statutes, ordinances, rules and regulations.
  - c. The member must enter into a written Perpetual Joinder Agreement on a form satisfactory to the Board of Directors, and the said Agreement must be recorded with the official land records for Adams County, Pennsylvania.
  - d. The Perpetual Joinder Agreement must be irrevocable and shall be deemed enforceable by any property owner, as well as Lake Heritage Property Owners Association.

## ARTICLE XXIII MEMBER MOTOR VEHICLE FINES

### Section 1 Speeding Fines

1. The posted speed limit in Lake Heritage will be checked and enforced by the use of RADAR. The following schedule of fines for speeding will be assessed against members. The following schedule of fines for motor vehicle violations will be assessed against members. Notification of a speeding warning/fine will be sent to the violator by mail using a Certificate of Mailing. Adopted 10/12/2011, Amended 9/12/2019

Motor Vehicle Violations	Standard Vehicle Violations	High Speed Vehicle Violations	High Risk Vehicle Violations
	<ul style="list-style-type: none"> <li>• Speeding 6-15 MPH Over Speed Limit,</li> <li>• Stop Sign</li> </ul>	Speeding 16-24 MPH Over Speed Limit	<ul style="list-style-type: none"> <li>• Reckless Operation</li> <li>• Passing Stopped School Bus</li> <li>• Speeding 25+ MPH Over Speed Limit</li> </ul>
1 <sup>st</sup> . Offense	Warning	\$110	\$275 for 1 <sup>st</sup> . and subsequent Plus Membership Suspension
2 <sup>nd</sup> . Offense	\$80	\$150	
3 <sup>d</sup> . Offense	\$160	\$185	
4 <sup>th</sup> . & Subsequent	\$200	\$220 Plus Membership Suspension	

### Section 2 Guests

1. Members will not be fined for speeding infractions by their guests.
2. Guests exceeding the speed limit/driving recklessly:
  - a. Speeds 45 and under:
    - i. For the first documented incident of a guest speeding the responsible Member will be sent a letter advising him of the offense. Notification will be given that three such incidents against the Guest (within a 12-month period) could result in the Member having to pick up this Guest at the Guardhouse. This letter

will be considered "Notification".

- ii. Upon a second documented incident against the same Guest, the responsible member will be sent another letter advising him of the second offense within the 12-month period. Notification will again be given that the third such incident could result in the Member having to pick up his Guest at the Guardhouse. This letter will be considered a "Warning".
  - iii. Upon the third documented incident against the same Guest within a 12-month period of the first incident, the responsible Member will be sent a certified mailing to appear before the Board of Directors to show cause why this Guest should be allowed to continue to operate a vehicle on our roadways. At this time the BOD would determine whether or not this particular Guest should be allowed to continue operating a vehicle on LHPOA roadways based upon documented evidence presented and how long the restriction, if any, should last.
- b. Speeds over 45 MPH:
- i. Should the Guest be exceeding 45 MPH, the FIRST OFFENSE would require a certified mailing to the responsible Member to appear before the BOD to show cause why his Guest should be allowed to continue operating a vehicle on LHPOA roadways.

### Section 3

#### Determining the Number of Offenses

A 12-month period going back from the latest warning/fine will determine the number of offenses that have been committed. All violations, regardless of the category of each violation, will be used in determining the number of offenses.

Adopted 9/12/05

### Section 4

#### Fines/Suspension Review Board

A Fines/Suspension Review Board will be established by the Board of Directors to handle appeals for Member Motor Vehicle Fines and also fines imposed under Article XXIV (Fines for Violating Rules and Regulations). The Fines/Suspension Review Board will consist of five (5) members of LHPOA in good standing appointed annually at the Board of Directors Reorganization Meeting for 1-year terms. They will serve at the pleasure of the Board of Directors. No member who is associated with Security or is a Director in LHPOA may be appointed to the Review Board. The Fines/Suspension Review Board is an advisory Board only and will make non-binding recommendations to the Board of Directors

Adopted 3/3/2004 Revised 5/3/2007

### Section 5

#### Appeals

1. Anyone issued a warning/fine for a motor vehicle violation may appear before the Fines/Suspension Review Board at a mutually agreed upon date and time but no later than thirty (30) days after the date of the warning/fine to appeal their case. This appeal must be routed to the FSRB through the Lake Heritage office. Failure to appear at the scheduled review will be tantamount to pleading guilty and is acceptance of the fine/suspension that was proposed.
2. Upon hearing an appeal, the Fines/Suspension Review Board can recommend to the Board of Directors one of the following options:
  - a. Sustaining the fine and/or suspension
  - b. Decreasing the fine and/or suspension
  - c. Canceling the fine and/or suspension
3. Once the Fines/Suspension Review Board decision has been rendered, the member will be given the option to appear before the Board at the next regularly scheduled meeting.
4. In lieu of appealing to the Fines/Suspension Review Board, any member may request to appear before the BOD. This request must be in writing and addressed to the Review Board who will then forward the request to the Board of Directors without a recommendation. Adopted 3/3/2004 Revised 12/6/2006 Revised 5/2/2007 Revised 10/12/2011

### Section 6

#### Unpaid Fines

All fines shall be due and payable within 30 days of the Board of Directors decision. Failure to pay fines will result in an automatic suspension of privileges until such time as the fine is paid. If a suspension is already in place, one day will be added to the suspension for each day the fine is unpaid. Additionally, fines past due by 90 days will result in legal action to collect as per Article XVI resulting in additional costs for which the property owner will be responsible.

## ARTICLE XXIV

### VIOLATION FINES AND REMEDIATION REMEDY

1. A member who is cited for violation of any provision of the LHPOA Rules and Regulations shall be subject to a fine of

not less than \$25.00 nor more than \$300.00 per violation. All such fines (with the exception of fines under Article XXIII) are in addition to and are not limited by other enforcement penalties and the suspension of privileges as elsewhere set forth in these Rules and Regulations.

2. A member has the right to appeal the fines imposed in this Article by filing a written notice of appeal with the Fines/Suspensions Review Board via the Lake Heritage Office no later than 30 days after the date of the violation. The Fines/Suspension Review Board shall hold a hearing on the appeal in not less than 20 days but not more than 45 days, subject to the Board's right to extend the date of hearing, for good cause shown. The Fines/Suspensions Review Board shall render its decision within five (5) days of the date of the hearing and refer its decision to the Board of Directors. A member who is dissatisfied with the decision of the Fines/Suspensions Review Board may appeal to the Board of Directors. This request must be in writing and addressed to the Review Board who will then forward the request to the Board of Directors without a recommendation. Revised 10/12/2011
3. In addition to the fines penalty set forth in Section I herein, the Board of Directors shall have the right to implement the remedy of remediation and impose the costs of remediation on the lot in question where the continuation of the violation of a Rule or Regulation is not in the best interest of the membership and/or is an impediment to the proper operation of the Lake Heritage community. Remediation may occur when:
  - a. The Board of Directors have provided the member with three (3) written notices of the presence of a violation and the member has failed to respond or correct the violation, and
  - b. The Board of Directors has, by majority vote, approved the remedy of remediation because in the Board's judgment, remediation is in the best interests of the membership and/or is necessary for the proper operation of the Lake Heritage community, and
  - c. The Board has provided written notice to the member that remediation has been approved and will take place if the violation is not corrected within fifteen (15) days of the date of the notification.
4. If, after fifteen (15) days, the violation has not been corrected, the Board of Directors may choose to direct that remediation be done (A) by the employees of the Association, and bill to the member and the lot in question all the costs, wages and expenses incurred, or (B) by a private contractor, and bill the member and the lot in question the total invoice submitted to the Association by the private contractor. The Board shall not be responsible to seek bids of private contractors or otherwise be liable for negotiating and/or engineering cost-cutting procedures when to do so would incur delay in correcting the said violation. Adopted 5/4/07