

age pre-paid.

**Notices or letters are not required to be sent by certified mail.**

**9. Delay or Failure to Enforce.**

No delay or failure by any owner of the Association to pursue enforcement against a violation of the Declaration or these rules will waive the ability of the owner or the Association (or an estoppel of that party to assert) to pursue enforcement against any violation that is occurring, or reoccurs, or continues to occur. In short, any covenant or rule can be enforced at any time.

**10. Failure to Follow Enforcement Procedures.**

These enforcement procedures are meant to be a guideline for handling the typical enforcement action. However, because enforcement of the Declaration and the rules and regulations may depend on the situation, including the number of previous violations committed by an owner and the type, or seriousness, of the violation that is occurring, the Association is free to use any other procedures it believes are appropriate under the circumstances. Hence, if the Association does not strictly follow these enforcement procedures, it does not waive or estoppel the Association's right to enforce any covenant or rule at any time.



# Heritage Lake Property Owners Association

# GENERAL RULES

***RULES  
January 2015***

Additional information that may be helpful:

The HLPOA telephone number is	765/386-7447 ext 0
The Marina telephone number is	765/246-6871
The Activities Center telephone number is	765/386-2304
The Campground telephone number is	765/246-6936

**[www.heritagelakepoa.com](http://www.heritagelakepoa.com)**

**2016**

*The following rules were developed to keep you, the member, safe and able to enjoy your facilities. There are policies and rules that affect other aspects of the POA's operation such as procedural and construction/building guidelines-these are available at the POA Office or on-line @ [www.heritagelakepoa.com](http://www.heritagelakepoa.com)*

A valid HLPOA card is required for the use of Common Properties and Facilities. Additional identification that identifies you (driver's license, student I.D. etc.) may also be requested.

The POA is not responsible for adults and/or minors using the common areas or facilities. Property Owners are financially responsible for their family members and guest. All POA buildings are 'Smoke Free'.

### **Activities Center Rules**

Refer to policy regarding guests and private parties.

1. Facilities are for the use of the members and their guests on a first-come-first-serve basis.
2. Members are responsible for their guests.
3. Repairs required due to misuse of property will be charged to the property owner responsible.
4. No one under 12 years of age may use the facilities unless accompanied and supervised by a parent or guardian. The parent/guardian may designate a responsible person (in writing) as their substitute. The attendant has the final say. The parental permission form will be provided by the POA.
5. No pets are allowed in the Activities Center.
6. No wet clothing is allowed in the Activities Center except in changing rooms.
7. Association property is not to be removed from the building without authorization from the manager.
8. Bicycles and motorized vehicles are to be ridden on roadways only, or legally parked.
9. No glass beverage containers are allowed inside or outside the Activities Center (upstairs deck and patio included.)
10. No alcohol in or around the Activities Center during regular open hours with **NO EXCEPTIONS.**

**against the owner to collect the expenses owed to the Association, including attorney fees and court costs.**

#### **4. Consideration of Legal Remedies.**

If the violation is not corrected after the Attorney Letter is sent to the owner, the Board of Directors can:

- a). Pursue self-help remedies described in the Declaration of these rules, including towing;
- b) File a lawsuit against the owner to have the court order him to comply with the Declaration or rule. The owner is responsible for reimbursing the Association for all of its expenses, including, attorney's fees, interest, and other costs. If the Association tries to use self-help and it does not correct the violation, the Association can still pursue legal action against an owner to get him to comply with the covenants and/or rules.

#### **5. Self-Help.**

The Association may at any time use its self-help authority as stated in the Declaration and/or these rules and regulations. Under self-help, the Association has the right to determine if an owner is properly maintaining his lot and/or the improvements on the lot, and whether the owner is committing any other violation of the Declaration and/or the rules and regulations. If the Association finds that the owner is not properly maintaining his lot or the improvements on the lot, or is committing a violation of the Declaration and/or rules and regulations, the Association has the right to enter onto the owner's lot and mow, trim, prune, stop, repair, or remove the violation or problem. If the Association uses its self-help authority, the Association and its employees, agents, and contractors are not liable for any damage that might occur or result from the work, and all expenses paid by the Association to mow, trim, prune, stop, repair, tow or remove the violation must be reimbursed to the Association by the lot owner in violation of the Declaration and/or rules and regulations.

**6. Towing.** Towing is considered a self-help remedy

#### **7. Suspension of Privileges.**

During the period of time an owner is: a) delinquent on paying any assessments or other charges to the Association, or b) in violation of any covenant in the Declaration, rule adopted by the Association, or any Bylaw, the owner's privileges to vote will be suspended.

#### **8. Violation Notices.**

All letters and notices regarding a violation of the Declaration or the rules and regulations will be sent to an owner via First Class U.S. Mail, post-

## 2. Complaints.

If someone is believed to be in violation of any of the provisions of the Declaration, Bylaw, or Rules or Regulations, a signed, written complaint must be submitted by an owner, resident, or member of the Board of Directors, to the Secretary of the Association or the Association's designated managing agent that includes: a) the name of the alleged violator; b) the alleged violator's address; c) a detailed description of the alleged violation; and d) the date and approximate time of the alleged violation.

## 3. Enforcement Procedures.

So owners within Heritage Lake subdivisions can have an idea of the process to be used in the case of a violation of the Declaration, rules and regulations, and Bylaws, the Association has adopted the following standard enforcement procedures to be used for violation matters (these procedures do not include collection actions and towing):

a. Courtesy Letter. When a violation is identified or reported, the owner generally will be made aware of the infraction by way of a Courtesy Letter from the Association and given a specified period of time, usually fourteen (14) days, to correct the violation.

b. Final Notice Letter. If the violation is not corrected within the time period specified in the Courtesy Letter, or in the case of a new violation, a Final Notice Letter will be sent to the owner telling him that he is still in violation of the covenant, rule or regulation, and that the owner has one final chance to correct the violation within fourteen (14) days from the date of the Final Notice Letter. The Final Notice Letter will also tell the owner that if he does not voluntarily correct the violation, the matter may be turned over to the Association's attorney to pursue legal remedies. The Final Notice Letter will also remind the owner that he will be responsible to reimburse the Association any management company fees and/or attorney fees charged to the Association due to his covenant or rule violation.

c. Attorney Letter. If the violation is not corrected within the time period stated in the Final Notice Letter, or in the case of a new violation, the Association may elect to have the Association's attorney send a letter to the owner asking the owner to either correct the violation or face a possible lawsuit. The Attorney's Letter will also let the owner know that he is also responsible for reimbursing the Association for the cost of the Attorney's Letter.

**PLEASE NOTE: Once a matter is turned over to the attorney for action, correcting the violation alone will not stop the matter from moving forward; the action will not end until the Association has also been reimbursed its legal expenses. An owner's failure or refusal to reimburse the Association for their legal expenses may result in a lawsuit being filed**

## Pool Table, Table Tennis, & Other Activities Center Sporting Equipment

1. POA card is required for use.
2. No one under 12 years of age may use the facilities unless accompanied and supervised by a parent or guardian. The parent/guardian may designate a responsible person (in writing) as their substitute. The attendant has the final say. The parental permission form will be provided by the POA. No one under 12 years of age may play pool unless accompanied by a parent or adult guardian.
3. Only one game is to be played when others are waiting.
4. Only one set of tennis is to be played when others are waiting.
5. Damage or repairs required due to misuse will be charged to the property owner responsible.

### Pool Complex Rules

1. No lifeguards on duty.
2. Daily or seasonal pass required for entry.
3. Specific rules are posted at pool complex.

### Beaches

1. No animals are allowed on the beaches or in public swimming areas.
2. Bicycles and motorized vehicles are to be ridden on roadways only, or left legally parked.
3. No food, glass beverage containers, or cans are allowed on the beaches. Those wishing to eat or drink should use the picnic areas.
4. No fires are permitted on the beach areas except in the designated areas at Lincoln Park and the Clubhouse Complex.
5. Restrooms are open May 1, through November 1, weather permitting.
6. No camping is allowed on the beaches.
7. No littering on the beaches.
8. No disposable diapers are to be worn swimming.
9. No washing of any clothing in lake or beach areas.
10. **Swimmers please note** — no lifeguards are on duty at beaches.
11. Beaches are open from sunrise to sunset or as otherwise posted.

### Picnic Areas

1. No littering in the picnic areas.
2. Cooking may be done only on your own grill or those provided. Starting of any other fire is prohibited except in the designated area at Lincoln Park and Clubhouse Complex.
3. No glass beverage containers are allowed in the picnic areas.
4. No animals are allowed in picnic and playground areas.
5. Picnic tables should be vacated when not actually being used for eating.
6. No camping is permitted.

7. Picnic tables are not to be removed from picnic area.
8. Bicycles and motorized vehicles are to be ridden on roadways only, or left legally parked.

#### **PLAYGROUND RULES**

1. **USE BY CHILDREN;** For safety reasons, all children under the age 12 using the playground area must be accompanied and supervised by a parent or guardian. The parent or guardian is responsible for supervision and for the children's safety and compliance with these rules.
2. **ALL THOSE USING THE PLAYGROUND AREA AND EQUIPMENT DO SO AT THEIR OWN RISK. NEITHER THE ASSOCIATION NOR ITS MANAGER IS RESPONSIBLE FOR INJURIES OR ACCIDENTS.**
3. **HOURS.** Hours for the playground area are from **8:00 a.m. to dusk.** Do not use the playground area after hours or when the playground equipment is wet or icy.
4. **MEMBERS & GUESTS ONLY.** Only Heritage Lake members and their accompanied guests, may use the playground area.
5. **AGE LIMIT.** For safety reasons, no members or guests age 13 and older shall use the playground equipment. The equipment is designed for children under 13.
6. **PROPER USE OF EQUIPMENT.** Use the playground equipment properly. Failure to do so can result in serious injury. For example, there shall be:
  - \* **no standing, kneeling or riding double on swings;**
  - \* **no walking or running up or down the slide; and**
  - \* **no climbing on top of the swing set.**
7. **BAD BEHAVIOR.** No roughhousing, shoving, fighting, or throwing sand, rocks or gravel (or any other inappropriate objects) in the playground area is allowed. Also, no swearing or use of loud, offensive or vulgar language is permitted in the playground area.
8. **BANNED EQUIPMENT.** No roller skates, in-line skates, skateboards, bicycles, or tricycles are allowed in the playground area.
9. **NO PETS.** No pets are allowed in the playground area, with the exception of service animals.
10. **NO FOOD OR DRINKS.** No food, drink or alcohol is allowed in the playground area. Please properly throw away all garbage and make sure you do not litter the playground area so everyone can enjoy the playground.
11. **DAMAGE TO THE PLAYGROUND.** Do not damage, write on, paint or deface the playground area or the playground equipment.
12. **LOST OR STOLEN ITEMS.** The Association is not responsible for lost or stolen property.
13. **VIOLATIONS.** If any member or their guests do not obey these rules, the Association has the right to stop you from using the playground. Also, if a member or his guest damages the playground area, the member will be responsible for reimbursing the Association for the damage, repair or

vehicle, then the owner of the vehicle (or the owner of the lot which the guest was visiting) will be responsible for fully reimbursing the Association all of its damages, legal fees, costs and expenses resulting from the action, so long as the actions of the Association were taken in good faith and to prevent or stop parking violations of the Declaration or this rule.

#### **D. Nuisances**

No noxious, unlawful, criminal or otherwise offensive activity shall be carried out on any lot or Common Area in the Heritage Lake Development, nor shall any lot or Common Area be used in any manner that hinders another Heritage Lake resident's reasonable use and enjoyment of their lot, or which causes a nuisance, annoyance, inconvenience or damage to any other resident in Heritage Lake or any neighboring property, including, but not limited to, noise by the use of loud speakers, electrical equipment, amplifiers or other equipment or machines, animal barking or noises, firearms, and objectionable odors.

#### **E. Covenant and Rules Enforcement**

##### **1. Enforcement Remedies.**

These rules and regulations, including any amendments made later, are binding and enforceable on each and every lot and lot owner in Heritage Lake the same as if it were stated in the Declaration. The violation of any rule or regulation adopted by the Association is subject to an action at law or in equity by the Association to enjoin (stop) the violation and to pursue any other relief or remedy that is allowed in the Declaration, rules and regulations, Bylaws, or under Indiana law.

If the Association takes any action to enforce any covenant, rule or regulation, including preparing and sending violation letters, towing vehicles, self-help or a lawsuit, then the Association is entitled to be reimbursed all of its costs and expenses, including reasonable attorney fees, administrative charges by a management agent, and court costs, by the owner in violation of the covenant, rule or regulation.

The remedies in this rule are in addition to any remedies of the Association already stated in the Declaration or Bylaws and may be used for any enforcement action taken by the Association to stop a violation of the Declaration, rules and regulations, or Bylaws.

These additional remedies are passed by the Association to maintain the intent and spirit of the Declaration that the Association and its members should not be penalized or suffer financial loss because an owner in Heritage Lake would not voluntarily follow the terms of the covenant, rules and regulations without the Association taking action against the owner to force him to comply with the covenant or rule.

Board has the right to determine whether the condition or appearance of a lot or home reasonably creates an “unsightly or unkempt” condition or appearance when compared to the condition or appearance of the other lots and homes in Heritage Lake subdivision as a whole.

### C. Parking

No snowmobiles, all-terrain vehicles (ATV’s), go-karts, dune buggies, mini-bikes, motorcycles, mini-motorcycles, pocket bikes, motorized dirt bikes, or other loud engine motorized recreational vehicles, whether registered or not, may be run or operated on any Common Area or walking path within the Heritage Lake community.

Unlicensed and/or recreational vehicles may be operated on public roads within Heritage Lake only if they meet all requirements of both local and state law regarding these types of vehicles.

Because Heritage Lake is a boating community, up to a combination of three (3) boat trailers (with or without boats or personal watercraft), boats without a trailer, and/or empty, open-sided utility trailers may be parked or stored on unimproved or vacant lots. Other vehicles, whether motorized or not, whether operative or not, including, but not limited to, enclosed or box trailers, campers, cars or trucks may not be parked or stored on unimproved or vacant lots.

No inoperative, disabled, abandoned, unregistered or unlicensed vehicles, or machinery or equipment of any kind, may be parked, stored or repaired on any lot (whether improved or unimproved) or street in Heritage Lake in open public view from any street or lot in Heritage Lake. The term *inoperative* means any vehicle on jacks, blocks or stands; or any vehicle which has obvious damage, or other condition that prevents the vehicle from being driven or operated. An *abandoned* vehicle is any vehicle that has not been noticeably moved or driven by its owner for a period of thirty (30) days or longer (regardless of whether it runs or not). An *unregistered* or *unlicensed* vehicle includes any vehicle that does not properly display a valid license plate on it as required by law.

The Board has the right, but not the obligation, to remove or tow from any street (public or private), Common Area, or lot within Heritage Lake, at the owner’s expense, any vehicle that violates the Declaration or this rule. The Board may create procedures to be used for the enforcement of this rule, including towing. If an owner’s vehicle is towed for violating the Declaration or this rule, the Association, and any person or agent acting on behalf of the Association, cannot be held liable for any damage, loss or expense suffered by the owner as a result of a vehicle being towed. The owner of the vehicle will be solely responsible for any towing, processing, storage and other fees resulting from the vehicle being towed. If the Association suffers any damages, legal fees, costs or expenses from towing any

replacement costs, including legal fees if legal action becomes necessary.

### FISHING

(The following rules apply to the small fishing lake and ponds, as well as to the main Heritage Lake):

1. **Only members and their guests are permitted to fish.**
2. No fishing in the marked swimming/beach areas at any time and not within 50 feet of the marked areas anytime there are swimmers present.
3. Fishing is permitted throughout the year, and no license is required.
4. Limitation per person on the quantity and size of fish, is as follows:  
Entries to the Big Fish Contest will adhere to all existing fish size and limits as outlined in the most current adoption of the POA rules.
  - a. **Bluegill/Redear/Sunfish Species: Daily limit in possession— 25 fish per person or 75 fish per boat. Unlimited Sunfish**
  - b. **Channel Catfish—Daily limit—4 fish, minimum 15 inches, maximum 25 inches.**
  - c. **Black & White Crappie—Daily limit in possession— 10 fish, minimum size is 8 inches.**
  - d. **Largemouth Bass—Daily limit in possession— 2 fish, 15 inches or less and 1 fish, over 21”.**
  - e. **Smallmouth Bass—Catch and release only.**
  - f. **Walleye—Daily limits in possession—1 fish over 14 inches.**
  - g. **White Bass (Silver or Striped)—Daily limit in possession— 25 fish under 17 inches.**
5. Lake Security is empowered to check fish in possession for compliance with published rules. Infractions will also be handled as follows:

FIRST VIOLATION: Will be accompanied by a copy of lake rules. All fish in possession in excess of the above limits will be released or confiscated. Property owner will be notified in writing.

SECOND VIOLATION: Will be accompanied by a copy of lake rules. All fish in possession will be released or confiscated. Lake privileges of violating member(s) will be suspended for a period of eight (8) days. Property owner will be notified in writing.

THIRD AND SUBSEQUENT VIOLATIONS: Will be accompanied by a copy of the lake rules. All fish in possession will be released or confiscated. All property owners privileges will be suspended for a period of fifteen (15) days. The property owner will have the right to reinstate their privileges after the fifteen (15) days suspension period by passing a written test on the Heritage Lake Rules. Property owners will be notified in writing.

6. Commercial fishing is prohibited.

7. Placing fish in Heritage Lake for stocking purposes is prohibited without the consent of the Heritage Lake Property Owners' Association's, Board of Directors.
8. The use of leeches, **gizzard shad**, goldfish, or carp as bait is prohibited.
9. The use of seines, traps, gigs, firearms, explosives, shocking devices, set lines, arrows, spear guns, or other similar devices is prohibited, except that the use of gigs or bow and arrows for the taking of carp only is permitted. Netting of gizzard shad is permitted with the approval of the Lake Manager.
10. Holes cut in the ice for fishing shall be no larger than eight (8) inches in diameter cut by commercial auger (no axe cut holes). Cutting holes in the ice for any purpose other than fishing is prohibited.
11. Sanctioned fishing tournaments sponsored by the Lake Committee may have altered rules as approved by the Board of Directors.

### **SWIMMING**

1. All swimmers must stay within fifty (50) feet from shore unless accompanied by a watercraft.
2. Swimmers accompanied by any watercraft shall display an orange warning flag with a minimum size of 16" X 16" on the watercraft from which they are swimming and stay within a reasonable distance of the watercraft. Flags will be available for purchase at the Marina or the POA Office.
3. Any person using underwater diving equipment must be authorized by Security and must be accompanied by another swimmer in a watercraft which is equipped with a diving flag and the orange warning flag referenced in item 1-2.
4. Diving from and swimming around piers owned by Heritage Lake Property Owners' Association is prohibited.

### **DOCKING, PARKING AND STORAGE**

1. Association docks at the boat launch, access sites, common areas near swimming beaches or parks, and other designated common areas are for loading and unloading only. Boats cannot be left at these docks for any period of time.
2. Boats may be left beached and/or tied overnight at the designated areas only after reserving the site and paying the appropriate fees at the POA Office.
3. The Association is not liable for theft or damage to boats or for property left in boats.
4. Moored rafts or mooring buoys are permitted only upon written approval of the POA Board of Directors.
5. No docks may utilize steel drums in their construction. Steel drum docks constructed prior to January 1, 1978, must be maintained in a satisfactory condition.

maintains a reasonable appearance and to avoid his lot or improvements from becoming unsightly when compared to the general appearance of other homes and improvements in the neighborhood. The term "proper maintenance" includes, but is not limited to, things such as painting, wood repair, masonry repair, garage door repair, siding repair, roofing repair, window and porch screens and window repair, and fence painting or repair. The term also included the following items:

i) Landscaping. All lawns and other landscaping materials must be properly maintained and must be mowed and/or trimmed on a regular basis. At no time should the lawn or vegetation on any improved lot or lot used for storage be taller than eight inches (8") in height or the maximum height allowed under the local ordinance, whichever is greater.

ii) Construction Debris and Equipment. No construction, building or demolition debris, such as doors, windows, floor coverings, cabinets, lumber, roofing materials, siding, and any equipment used for constructions or demolition work may be piled, stored, or allowed to accumulate on any lot for more than thirty (30) days after project completion without being permanently removed.

iii) Trash/Waste. No garbage, trash, household waste, refuse piles, landscaping supplies, lumber, asphalt, rocks, bricks, stones, broken concrete, tires, or any other items may be piled, stored, or allowed to accumulate on any lot for more than thirty (30) days. All garbage, trash and household waste must be kept in proper trash cans or bins to protect it from animals and rodents.

iv) Hazardous Waste. No one may dump motor oil, fertilizer, vegetation killer, paint, or other hazardous or toxic liquids on any lot or the Common Areas, including Heritage Lake.

v) Common Area Dumping. No one may dump garbage, trash, debris, lawn or yard waste, tree limbs or leaves, or other items on any vacant lot or any Common Area except at the designated Brush and Yard Waste Dump Site.

vi) Self-Help. If the Board determines that an owner of a foreclosed, unoccupied or abandoned house is in violation of any portion of Declaration or this rule, the Board will send the owner a letter by first class, postage pre-paid, U.S. Mail asking the owner to correct the violation within fifteen (15) days from the date of the notice. If the owner fails to correct the violation by the deadline date, the Board may, but is not obligated to, mow, clean up, or perform the necessary maintenance so the lot complies with the Declaration and this rule. If the Board uses self-help to correct a violation, the owner will be responsible for reimbursing the Association for all of its costs and legal fees incurred as a result of using the self-help remedy. The Association will then bill the owner for these costs and legal fees and add that amount to the owner's account.

vii) Board Discretion. For purposes of this section, the

or other customary household pets may be kept on a lot, so long as the pet(s) is not kept or bred on the lot for any commercial purpose and does not create a nuisance, which includes foul odor, barking, howling, crying or other noise, to any other lot or resident in Heritage Lake. Also, an owner may not keep a dangerous animal on any lot. Under the law, a "dangerous animal" is one that has bitten or attacked a person or pet, or when unprovoked, has chased or approached another person or pet in a menacing fashion or an apparent attitude of attack.

If a dog is let outdoors, it must be kept on the owner's property or, when not on the owner's property, the dog must be on leash and attended by the owner/handler at all times. A pet may not be kept on an unimproved, or vacant, lot. Dog houses, dog runs, kennels, etc. are not allowed on unimproved or vacant lots.

An owner, not the Association, will be fully liable for any injury or damage to persons or property caused by the owner's pet. The owner is also responsible for cleaning up after his pet, including properly cleaning his own property, the common areas, and other owners' lots soiled by his pet's excrement.

If the Board, in its sole discretion, finds a pet:

- a) to be a dangerous animal;
- b) is causing or creating a nuisance disturbance or noise (e.g.) barking, especially at night);
- c) has caused property damage; or
- d) is doing anything else that is preventing another resident in Heritage Lake from enjoying his property;

then the Board may send the owner of the animal a warning letter via first class mail notifying the owner that he must correct the situation involving his animal or risk the Board ordering the pet's removal from the neighborhood.

If the owner fails to comply with the Board's request, then the Board may send the owner of the animal a removal letter via first class mail notifying the owner that the animal must be removed from Heritage Lake within fifteen (15) days of the Board's letter.

Owners are required to comply with all state and local permitting requirements and other pet laws and restrictions. The Board has the right to grant a variance from any requirements or restrictions described in this rule to accommodate a police, emergency or service animal.

#### **B. Exterior Home and Lot Maintenance**

It is the responsibility of each owner to prevent any unclean, unhealthy, unsightly, or unkempt condition on his improved lot. Each owner must perform proper maintenance on his improved lot to insure his home

6. No parking on common areas for more than 48 hours without prior approval of POA Manager.

#### **MISCELLANEOUS**

1. Deposit of trash, debris, chemicals and garbage in the waters of Heritage Lake is forbidden. Littering from a watercraft is punishable in accordance with the conditions stated in Section M. Persons observed littering on or from shore may be subject to loss of POA privileges.
2. It is prohibited to nail, staple, tape, or otherwise attach any personal sign, (e.g. reunion, garage sale, birthday party, wedding reception, etc.) to any POA directional or informational sign at Heritage Lake.
3. Aircraft shall not be permitted to land on the lake except in an emergency.
4. Specific water events or activities must be authorized through the Lake Committee by the Board of Directors. Notice of such approval will be posted in advance.
5. Animal hunting or trapping will not be allowed on Heritage Lake waters, shoreline, or common properties. Discharge of firearms for target practice or any other reason will not be allowed on Heritage Lake waters, shoreline or common properties. Exceptions to these may be approved by the Board of Directors.
6. **Winter Use of Lake. All cars, trucks and RV's etc., are prohibited from driving on the ice on the lake. Motorized vehicles are limited to snowmobiles with Heritage Lake sticker and lot number displayed. Proof of ownership is required (no bill of sales accepted). Snowmobiles may not operate on the lake between sunset and sunrise or within 100 feet of a person, except at a speed of five (5) mph or less.**
7. No pets are allowed on the marina dock, in the marina facility or in POA restroom facilities with the exception of Guide dogs in use.
8. No fish structure shall be placed in Heritage Lake without approval from the Lake Manager.

#### **CURFEW ON HERITAGE LAKE COMMON PROPERTIES**

A curfew is established using the existing State Law as a guideline. This curfew is extended to the "Common Properties" as defined in Article I, Section I. subparagraph (c) of the Heritage Lake Restrictive Covenants, and Article I, subparagraph (D) of the Heritage Lake Property Owners Association Bylaws, revision 7, dated April 1990.

1. It is a curfew violation for a child under the age of fifteen (15) to be on POA common properties after 11:00 p.m. or before 5:00 a.m. on any day.
2. It is a curfew violation for a child between the ages of fifteen (15) and seventeen (17) to be on POA common properties:

- a. between 1:00 a.m. and 5:00 a.m. on Saturday or Sunday;
  - b. after 11:00 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday; or
  - c. before 5:00 a.m. on Monday, Tuesday, Wednesday, Thursday, or Friday.
3. This curfew does not apply to a child who is:
- a. accompanied by his/her parent, guardian, or legal custodian;
  - b. accompanied by an adult specified in writing, by his/her parent, guardian, or custodian (This document will require a follow-up call by the authorized security agent to the child's parent, guardian, or custodian whom has given this written permission for verification.); or
  - c. participating in, going to, or returning from:
    - (1) lawful employment;
    - (2) a school sanctioned activity;
    - (3) a POA sponsored activity;
    - (4) a religious event.
4. The authorized security agent shall enforce this curfew in the following manner:
- a. First Offense. If a child resides at Heritage lake, or if the child is an authorized non resident (guest) the child's parents shall be notified (if possible) to pick up said child at the place of the offense. Security shall request the name and telephone number of the child's custodian at the time of the offense.
  - b. Second Offense. The authorized security agent shall notify the POA office of this infraction and the following penalty shall be invoked: (1) Suspension of all POA privileges for a period of 30 days for that child in offense in writing.
  - c. Third and Subsequent offense(s). The authorized security agent shall take action in regard to charging the child under county legal direction to deal with the habitual offender. Charges may include misdemeanor charges and/or child in need of services filing with the appropriate county offices.
  - d. If a child is caught on common property while a POA suspension is in effect, the offender will be given an additional 60 days of suspension to be attached to the 30 days in effect. The child will also be charged with trespassing for legal action.

#### **VIOLATION/ENFORCEMENT**

1. Lake Security and the Marina Attendant have the right to request and inspect the current property owner's membership cards and proof of watercraft ownership.
2. The above listed representatives may deny launching privileges to anyone not properly registered or may request trespassers to leave the lake.
3. Excess violation of Heritage Lake Rules can result in loss of **boat registration sticker**. Lake Security will meet with the owner of the watercraft

- being operated in violation of these rules.
4. Lake Security will handle all violations they witness according to the following procedures:
- a. Verbal citations will be issued and logged for all violations witnessed.
  - b. The POA Office will issue Level II, Level III Violations, and Subsequent Written Citations after review of logged Level I Citations.
  - c. Level I Violation: Verbal Citation (i.e. not raising flag. After five (5) Level I violations to said property owners next violation becomes Level II).
  - d. Level II Violation: Written Citation from POA Office accompanied by a copy of the lake Rules. Property Owner's LAKE privileges will be suspended for a period of eight (8) days. POA Member must take watercraft operator written test. Violation of the suspension will be considered a third offense.
  - e. Level III and Subsequent Violations: Written Citation from POA Office accompanied by a copy of the Lake Rules. Property Owner's Lake privileges will be suspended for a period of fifteen (15) days. The property owner shall be required to pass the written test on Lake Rules prior to having Lake Privileges reinstated. Violation of the suspension will result in doubling of the suspension of 15 days.
  - f. Property Owners are encouraged to have the violators take a written test on Lake Rules.
  - g. If a POA member, who also has a registered boat, receives a violation while operating another POA member's watercraft, the ticket will be against the perpetrator's boat. If a POA member does not have a Registered craft, the perpetrator's privileges will be suspended for a period of 15 days.
5. Lake Security is empowered to immediately remove boats and operators from the lake for infractions of the rules that are in a life-or-property-threatening situation. This will be treated as a Level III violation. The Board has set up an Appeals Committee to hear appeals on citations issued for HLPOA Rules violations. Notification of intent to appeal must be done verbally to the POA Office within two (2) working days and written notification within five (5) working days. The Appeals Committee shall meet, if necessary, Tuesday of each week. Appeals will be heard ONLY on second written violations. The suspension will be delayed pending the outcome of the appeal. A copy of the appeals policy in its entirety is available at the Office.

#### **PRIVATE PROPERTY**

##### **A. Pets and Companion Animals**

No animals, livestock or poultry of any kind, including exotic or wild animals, can be raised, bred, or kept on any lot, except that dogs, cats