

# HEMLOCK LAKE



## HEMLOCK LAKE PROPERTY OWNERS' ASSOCIATION RULES AND REGULATIONS

Amended January 7, 2021

Hemlock Lake Property Owners' Association, Inc. is a private, nonprofit membership association formed for the management, protection, and improvement of Hemlock Lake planned community in the interest of the general membership. Every property owner is a mandatory member of the Association.

The Rules and Regulations contained in this booklet amplify the By-Laws of the Association and the Restrictive Covenants found in your deed and chain of title ("the Declaration"). Your compliance with these Rules and Regulations will help maintain a fine Association of which you can be proud. This booklet is for your information and the Rules are mandatory and binding on you, your family, and guests. Please read and retain it for future reference.

Association Information:

Post Office Box 305, Gilbert, Pennsylvania 18331

Hemlock Lake Website: [www.Hemlake.org](http://www.Hemlake.org)

Facebook Page: Hemlock Lake

Email: [Hemlocklakepoa@gmail.com](mailto:Hemlocklakepoa@gmail.com)

Emergency-Fire & Ambulance: 9-1-1

Acronyms used in this document:

HL = Hemlock Lake

HLPO = Hemlock Lake Property Owner

HLPOA = Hemlock Lake Property Owners Association

HLBOD = Hemlock Lake Board of Directors

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## GENERAL RULES OF HEMLOCK LAKE

### **1. MEMBERSHIP RESPONSIBILITIES AND PRIVILEGES**

- a. A “Member” is defined as the person(s) who is named in the recorded deed to the property.
- b. All Members of the HLPOA, their family, guests and tenants have the privilege to use the lake and property owned by the HLPOA in accordance with the Declaration, Bylaws, and these Rules and Regulations.
- c. GENERAL MEETINGS. The members of the HLPOA will hold at least three General meetings a year, preferably on the Saturdays nearest to Memorial Day, 4th of July, and Labor Day weekends, at the pavilion, unless otherwise noted.
- d. Letters are mailed and posted on the website every January to show the Annual assessments owed, budget, meeting dates, and other necessary information.
- e. Assessments must be paid by August 1<sup>st</sup>. A late fee of \$40.00 will be applied to any member not paid in full by the due date.
- f. Members who owe more than one year’s worth of assessments will be subject to a civil complaint filed at the local Magisterial District Court. Members will also be responsible for all court costs and attorneys’ fees incurred to collect the sums owed.
- g. HLBOD has the authority under Article VI of the Bylaws, to fine members that do not comply with these rules and regulations. Fines not paid may be collected by filing a Civil Complaint against the owner.
- h. Appeal: The member may contest fines before the Board in accordance with Article VI of the Bylaws.

## **2. GUESTS OF PROPERTY OWNERS**

- a. Guests are those individuals whose only connection with Hemlock Lake is an invitation to visit a member's home. Guests using the common areas are to be accompanied by a member.
- b. The member shall be responsible for any misconduct or violations of the Rules and Regulations by his or her guests or family.
- c. Each member agrees to hold the Association harmless from liability from any lawsuit, which may arise from injury or illness to any person or persons, volunteers or guests of a member using common areas.

## **3. GENERAL REGULATIONS**

- a. Members are expected to maintain their property, grass, trees, and/or structures in an attractive state. Members in violation of this provision will be notified and given thirty (30) days to correct the problem.
- b. No commercial vehicle or trailer (20,000 lbs. gross weight or greater) may be kept or stored within the confines of HL development.
- c. Members, whether they permanently or seasonally reside in the community, shall be responsible for the removal of their trash from the community and must arrange for trash collection by themselves or a service provider.
- d. No person(s) shall burn any trash/substances out-of-doors on any residential lot or HLPOA recreational area, except for cooking and recreational fires confined to a fire ring, fireplace, charcoal or gas grill, or other similar fireproof container. Burn barrels are prohibited.

- e. Building and remodeling permits are required by Polk Township. HL is zoned R-2 and all members must abide by all zoning regulations imposed by the Township. These can be found on the Polk Township website: [www.polktwp.org](http://www.polktwp.org).
- f. Snow removed from owners' driveways is not to be placed on Association roads.
- g. There shall be no excessive noise (dogs, music, etc.). This will be considered a nuisance.
- h. No trespassing on other people's property is permitted without permission.
- i. No littering in the development. Any infractions to this rule will be subject to a fine of \$50.
- j. Children 12 years old and under must wear a helmet while riding their bikes on HLPOA roadways. (PA state law).
- k. No structure of any temporary character, trailer, basement, tent, shack, shed, garage, barn, camper, trailer, RV or other buildings shall be used or stored on any lot at any time and used as a residence, either temporarily or permanently. Under special circumstances, and if approved by HLBOD, one such structure can be used only during a time of construction and for no more than 1 year. Members must notify HLPOA when such vehicle/structure is placed on property to be used as a temporary residence.
- l. No more than one personal RV (Recreational Vehicle) can be stored or parked on a member's property.
- m. Property abutting an association roadway shall be kept clear of trees, branches, brush, or landscaping at least seven feet from paved road edge to allow for Emergency vehicles to get through and for road plowing.
- n. Properties adjacent to HL are off limits to all sport vehicles, bicycles, and hikers. HLBOD does not assume any liability or responsibility for violations of this rule.
- o. Drunk and /or disorderly conduct is a community violation.

- **Drunk and Disorderly Conduct:** A person is guilty of disorderly conduct if, with intent to cause public inconvenience, annoyance or alarm, or recklessly creating a risk thereof, he: engages in fighting or threatening, or in violent or tumultuous behavior; makes unreasonable noise; uses obscene language, or makes an obscene gesture, or creates a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor, disrupts a meeting or gathering and or disturbs or interrupts said meeting or commits any act which disrupts the normal business of the community to include solicitation of sorts.
  - **Criminal Mischief / Vandalism** are a community violation. **Criminal Mischief:** A person is guilty of criminal mischief if he: damages tangible property of another intentionally, recklessly or by negligence. Any person, who vandalizes, defaces or otherwise damages: any personal property or any common property within our community. Will be prosecuted to the fullest extent of the state law.
  - **Reckless endangerment** is a community violation. **Reckless Endangerment:** A person commits a crime of reckless endangerment if he recklessly engages in conduct, which creates a substantial risk of serious physical harm or creates a life-threatening condition.
- p.** Any violation resulting in damage to HOA property will require restitution regardless of fine imposed. Any victim has the right to report the offender to the police.

#### **4. COMMUNITY AND PROPERTY APPEARANCE**

- a. It shall be the responsibility of every member to properly maintain their Lot. No Lot and/or structure shall be left in a state of neglect or for storage which causes a property to be unsightly, unsafe, or hazardous. The following conditions, which are listed for the purposes of example and is not an exhaustive list, are subject to enforcement procedures. Potential violations shall be addressed on a case-by-case basis. The member will be notified and given 30 days to correct the problem.
- b. Hazardous/Storage/Unsightly
- Structures with missing or damaged components
  - Driveway entries, mailboxes, fences, and play structures with damaged components
  - Lot with or without a house: Storage and/or parking of inoperable, unlicensed, or unregistered vehicles; machinery shall be in an enclosed structure or removed
  - Any vehicle, boat, or trailer which is damaged or in a state of neglect (unsecured or torn tarps, missing parts, surrounding vegetation overgrown higher than seven (7) inches, etc.) shall be repaired/maintained
  - Tires, parts, and accessories for vehicles shall be stored in a structure
  - Building materials, ungraded fill, and/or construction debris are prohibited unless they are being used for an approved project and are removed at the completion of the project
  - Indoor appliances used or stored outdoors are prohibited, unless in an approved outdoor living area, e.g., outdoor kitchen
- c. Lawn and Landscaping
- Lawns or improved Lots must be maintained in a manner such that the grass does not exceed seven (7)



inches in height. This section shall not apply to any Lot or any portion of any Lot where it is physically impossible to trim or cut the vegetation due to excess moisture in the soil. In order to be designated as an excess moisture area, the property owner will apply to the HLBOD and the area will be reviewed to confirm the inability to cut or trim the vegetation.

- Grass and vegetation around buildings, walks, bushes, trees, and driveways must be trimmed. Under no circumstance should bushes and trees obstruct the visibility of drivers at intersections or driveways.
- Dead trees and limbs, both standing and fallen, piles of brush and/or plant clippings, shall be removed.
- Piles of mulch, topsoil, gravel, stones, and bagged mulch, in place for more than 30 days, shall be removed.

## **5. BEACH, BOATING, BATHING AND DOCKS**

- a. All members and/or guests or renters shall be required to observe all laws set forth by the Pennsylvania Fish and Boat Commission ([www.fishandboat.com](http://www.fishandboat.com)) regarding fishing and boating, and must also comply with all guidelines and regulations of Hemlock Lake.
- b. Members are responsible for the actions of their guests.
  
- c. Children 12 years of age or younger must be accompanied and supervised the entire time by an adult while at the beach, lake, and water. The adult must be a parent, family

member, or guardian. Other community adults in common areas are not considered a guardian for your child member or guest.

- d.** Littering, vandalism, loud and abusive language, and disorderly conduct are prohibited at all times.
  - e.** Boating: Any person operating a personal watercraft, including row boat, canoe, kayak, paddle boat, paddle board, etc., must wear a PFD (Personal Flotation Device) approved by the PA Fish and Boat Commission.
  - f.** No more than four persons per PWC and all must wear life jackets at all times. Also known as a (PFD)
  - g.** No boats or PWC can be placed on the Dam. Members are restricted to mooring no more than two boats or PWC in the lake. Proper registration and insurance are required.
  - h.** No gas outboard motors of any description shall be permitted on the Lake.
  - i.** Electric trolling motors are allowed but operators must be over 16 years of age.
  - j.** All boats and watercrafts must be removed from the lake by November 15th of each year.
  - k.** No new Docks or Steps are to be built on the Dam side of the lake unless approved by HLBOD. Any existing Docks or Steps on the Dam side and or lake edges must be maintained by the members. No broken docks, steps, components or old PWC (Personal Water Craft, PWC), boats etc. are permitted on or near the lake. Any dilapidated PWC or docks need to be disposed of. If you need assistance, let the HLBOD know.
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- l.** Dock members shall maintain proper insurance on their dock and Steps to Dock. HLPOA is not liable for any accidents, slips, falls, or any personal injury to owners, guests or

damage to a PWC. Owners shall hold HLPOA harmless of any Liability.

- m. Do not feed the ducks and geese.
- n. No boating or bathing is permitted after dusk.

## **6. BAN ON LAWN FERTILIZER CONTAINING PHOSPHORUS**

- a. 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.
- b. No person shall apply any lawn fertilizer within Hemlock Lake that is labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate.
- c. 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.

## **7. HEMLOCK LAKE ROADS**

- a. Fifteen (15) miles per hour is the speed limit on all roads within Hemlock Lake development. Except as otherwise noted herein, all Pennsylvania laws and restrictions governing the use and operation of any motor vehicle, including ATVs, golf carts, motor bikes, scooters, etc. shall apply in the Hemlock Lake community.
- b. No parking is permitted on the road at any time. No parking is allowed on the dam.
- c. Sport vehicles are defined as ATVs and golf carts. Commonwealth of PA DCNR rules apply to all. Regulation

helmets must be worn by anyone riding the aforementioned vehicles with the exception of a golf cart.

- d.** Vehicles operated after dark must have operating visible headlights and taillights.
- e.** All sport vehicles described above must be in good operating condition including proper muffler baffles to regulate the loud sound.
- f.** Sport vehicles are allowed to travel over the development roads and ways, and shall share travel over the roads and ways within the development with all vehicular traffic. In all other respects, all the laws and regulations of the PA Motor Vehicle Code as they apply to sport vehicles shall remain in full force and effect.
- g.** Members take full responsibility over their family, guests, and others using such vehicles and hold the HLPOA, Board and Members of HLPOA harmless of any liability resulting from any of the above.
- h.** All motor vehicles must be titled/registered and have a current license plate. If required by law, the motor vehicle must bear a current inspection sticker. The operator must hold a valid state operator's license and have a current insurance card with the vehicle.

## **8. USE OF RECREATION AREAS, LAKE, BEACH, PAVILION AND EQUIPMENT**

- a.** The recreation areas and other Association facilities are for the entertainment and enjoyment of all Association members, their families, and guests.
- b.** The use of Association recreational areas or other facilities for personal business or monetary gain is forbidden (excluding fund raising for the Association).

- c. Use of all HLPOA recreation equipment and games must be returned in good condition. It is the responsibility of the member using such equipment to do so.
- d. *No glass is permitted on the beach.*
- e. No children under 12 years of age are permitted on the beach without the supervision of an adult family member or guardian.
- f. No pets are permitted on the beach.
- g. Congregating at the pavilion will cease at midnight.

## **9. PAVILION RENTAL**

- a. The pavilion and its facilities are available for rental by members in good standing at a cost of \$125.00 per use. Rental policy is as follows:
  - In addition to the current rental fee, an additional security deposit of \$25.00 is required and will be refunded if inspection shows the facility was cleaned and undamaged.
  - Facility is available for rent only during hours that the pavilion is not scheduled for community use.
  - Requests for rental must be made at least thirty (30) days prior to the event. Deposit and payment must also be made at that time. Use is restricted to 75 people.
  - Acknowledgement of liability must be signed. Also, in addition, a copy of your "Proof of Homeowners insurance declaration page" or "Certificate of Insurance" shall be given to the Secretary. The Renter of the pavilion is responsible for the behavior of all guests.
  - Only members in good standing are permitted to rent the pavilion.
  - The member renter must remove trash generated from the event from the premises by the conclusion of the event.

## **10. PROPERTY RENTAL**

- a.** Short-term rentals must abide by Polk Township rules/guidelines
- b.** The HLBOD has adopted the following rules for rentals to protect all members, to maintain property values, and to ensure the tranquility of our community.
  - Members must provide the Association with a copy of Homeowner’s insurance documenting that this property is insured as a rental property.
  - Members are responsible for the proper vetting of all prospective tenants.
  - It shall be the responsibility of the member to provide a copy of the rules and regulations in their rental agreement/ lease.
  - Members are responsible for their tenants’ actions within the community and can be cited for the violations of the tenants. The member will be notified in writing of any infraction of the rules and regulations caused by the tenant.
  - Property must be maintained by members in accordance with all HLPOA rules.

## **11. SALE OF PROPERTY**

- a.** Board of Directors shall be informed when a home is up for sale.

- b.** Any transfer of property will require a resale certificate. The cost of the resale certificate is \$250.00, payable to the HLPOA.
- c.** Realtor will make sure the Buyer receives a copy of the Declaration, Rules, and By-Laws and must ensure all dues, fees, and fines are paid.
- d.** If property is sold privately or transferred to a person, family or otherwise, the same \$250.00 fee is due to the HLPOA as a “buy in” fee to join membership. This ensures the new member has received By-laws, rules and understands their part in being a member.

## **12. PET CONTROL**

- a.** Pets shall be confined to the member’s property unless the animal is on a leash. Any member having a problem with another member, guest or other’s pet, can contact the Monroe County Dog Warden at 570-350-0804.
- b.** All deed restrictions, state and local laws, resolutions, and ordinances pertaining to animals must be observed. As stated in the deed restrictions, livestock and poultry are prohibited from being kept on any lot.
- c.** Members must pick up after their pets and dispose of waste in a proper manner.

## **13. FIREWORKS**

- a.** Fireworks are permitted on 4th of July holiday only. Members must follow the Pennsylvania state guidelines and restrictions.

## **14. SIGNAGE**

- a.** No signs of any kind may be placed on association property.

- **Election:** Members may display election signs on their lot for any candidate appearing on an official Monroe County, Pennsylvania ballot. Signs may be posted not more thirty (30) days before an election. Only one (1) sign per candidate or ballot item may be displayed. Signs are to be removed within one (1) day after a primary or general election or sooner if required by Township ordinance.
- **Real Estate:** “For Sale” Sign: Members may display one (1) “For Sale” sign on their lot road frontage and lake frontage for a maximum of two (2) signs. A “For Sale” sign is to be removed within one (1) day following the settlement of the property. Store-bought, pre-made signs are permitted.
- **Real Estate Open House:** An Open House sign is permitted solely on the property for sale, up to five (5) days in advance of the Open House. The Open House sign must be removed immediately after the Open House concludes.

## **15. HUNTING AND ARMAMENTS**

- a. Hunting is not permitted in the development.
- b. No one shall discharge a firearm, shotgun, rifle, pistol, BB gun, paintball gun or air rifle anywhere within the boundaries of the development.
- c. There will be no shooting of slingshots, compound bows, traditional bows, and arrows or crossbows within the development.
- d. FAILURE TO COMPLY WITH THE RULES LISTED IN THIS SECTION MAY RESULT IN A FINE OF \$100 FOR EACH OFFENSE.

## **16. YARD SALE REGULATIONS**



- a. Members are allowed to have yard sales on their property subject to the following provisions:
  - All notices of the yard sale shall be posted no sooner than 2 weeks before the event and must be removed the day after the sale.
- b. Any damage to Association property, including roads, caused, as a result of such sales will be the responsibility of the member holding the sale.

## **17. ENFORCEMENT**

All Rules and Regulations set forth herein shall be enforced by the Executive Committee of the Board of Directors of HLPOA or its designees. Their powers of enforcement shall include, but not necessarily be limited to, the power to impose a fine against any member not to exceed one hundred dollars (\$100.00) per violation after notice and opportunity to be heard. Fines levied and not paid within thirty (30) days shall be collectible as a charge due and owing HLPOA and may be the basis for legal suit.

### **a. Notification**

- Action by Member: The member will receive written notification from HLPOA by postal mail of any violation, which will describe the nature, date and time of the violation, the amount of the proposed fine to be levied, and the location of the violation. The notice will also

contain the date, time, and location of a hearing regarding the violation. The hearing must be held within thirty (30) days of the violation notice. If evidence of the violation is available, upon request, the member may review the evidence during normal business hours with a HLPOA representative.

**b. Hearing**

- The member will confirm his/her attendance at the hearing. Appeal hearings will only be rescheduled in case of an emergency.
- If the member fails to appear at a scheduled appeal hearing, the violation will stand and a fine will then be imposed.
- The hearing shall be conducted by the Board of Directors and may be accompanied by corroborating witnesses and/or legal representation. Evidence will be presented.
  
- The member must be present at the hearing and may be accompanied by witnesses and/or legal representation. HLPOA will present its case. A reasonable amount of time will be granted for the member to present his/her case and cross examine any witnesses, with additional time for questions from the Committee.
- Written notification of the decision by the Committee/HLBOD will be sent within ten (10) business days of the hearing.
- If the Committee/HLBOD determines that the violation exists, a fine will be imposed. Fines unpaid after ten (10) business days of written notification of the final decision shall be subject to collection. HLPOA can exercise all rights under law to effect collection, including but not limited to, filing with the District

Magistrate and foreclosure of automatic liens under the Pennsylvania Uniform Planned Community Act.

**Members are responsible for keeping their copy of the rules and regulations current. The HLBOD will provide proper up-dates to these rules and regulations via the Board members. These rules and regulations shall bind all members of Hemlock Lake Property Owners' Association and their heirs, executors, administrators, successors and assigns.**

# HEMLOCK LAKE