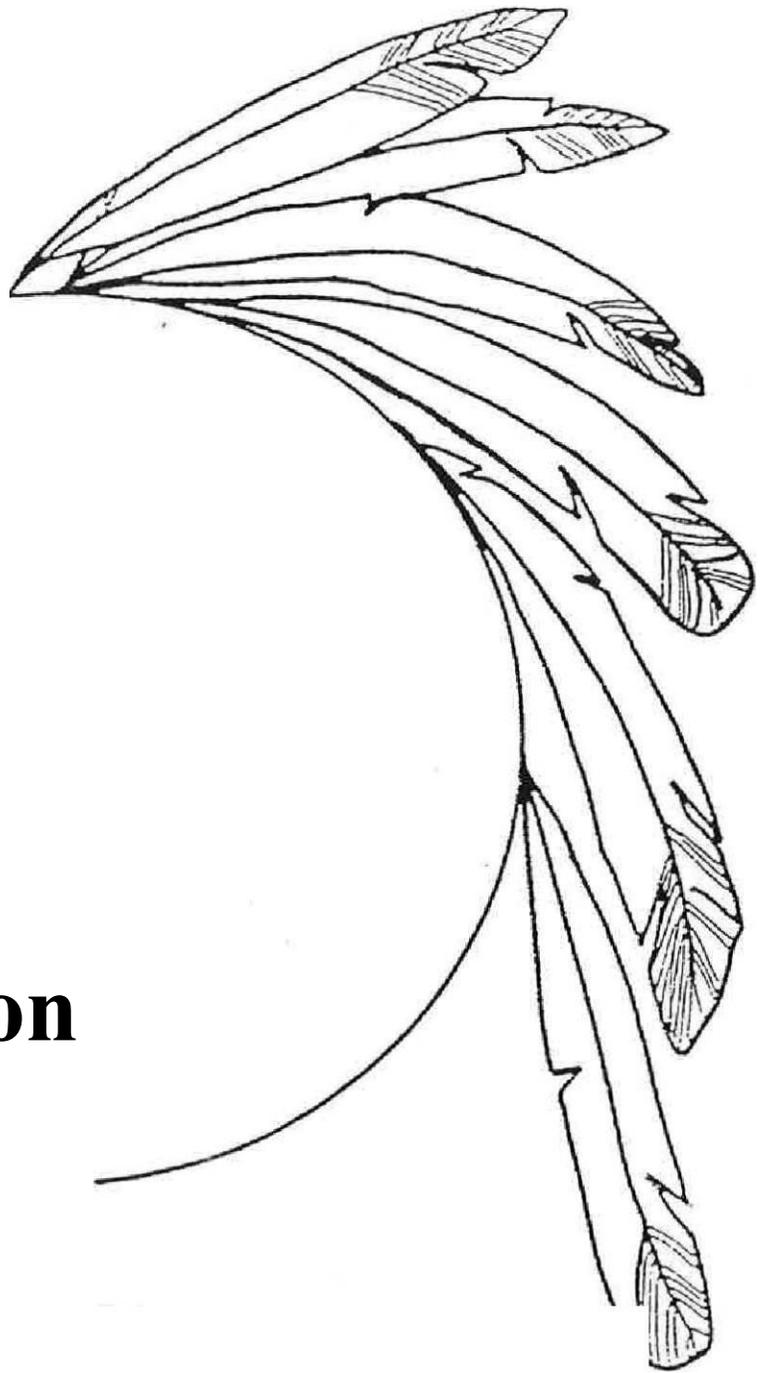


**I ndian  
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A ssociation**



**Rules & Regulations**

APPROVED BY THE INDIAN MOUNTAIN LAKE CIVIC ASSOCIATION, INC. BOARD OF DIRECTORS RESOLUTIONS .....LAST REVISED 09/04/2025

**INDIAN MOUNTAIN LAKE CIVIC ASSOCIATION  
RULES & REGULATIONS  
REVISED 09/04/2025**

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**REVISED 09/04/2025**

## PREFACE

Indian Mountain Lake Civic Association (IMLCA) is a community development of land. Each lot in the development is part of a general development scheme. The recorded Declaration of Protective and Restrictive Covenants are contained in the deeds of each and every property owner at Indian Mountain Lake. These covenants give Indian Mountain Lake Civic Association (IMLCA) the authority to make and enforce rules and regulations. It is not IMLCA's intention to overly restrict Members' freedom, but rather to have rules and regulations in place that give governing authorities' guidelines. The following restrictions are to be enforced at the discretion of the Board of Directors or its agents.

The following Rules and Regulations are the result of recommendations made by the various committees acting under the Board of Directors and have been approved by the Board of Directors. These approved Rules and Regulations will help to:

- 1. Provide a healthful and harmonious environment.**
- 2. Protect and preserve property values.**
- 3. Enable action to be taken as may be necessary to prevent or abate conditions which may be inconsistent with the Restrictive Covenants and with all applicable Federal, State, and local laws.**

*All Rules and Regulations will be STRICTLY ENFORCED. Please see Article XXII for all fines amounts and related details.*

### **ARTICLE I – Definitions:**

- 1.)** Indian Mountain Lake Civic Association (IMLCA) A Pennsylvania not- for-profit corporation has been formed and its membership is comprised of the owners of property at IML by deed, agreement, or contract of sale.
- 2.)** Member: A member is an owner of property at IMLCA. A member may be either:
  - a.)** A member in good standing is defined as a property owner with all dues, assessments, late charges, fines, and other account costs paid.
  - b.)** A member not in good standing is defined as a property owner with dues, assessments, or fines in arrears.
- 3.)** Multiple lot owner: Effective January 2, 2013, any members owning multiple properties will have to be paid in full on all properties to be considered in good standing. If at any time any one of the properties incur any fines or any other fees the member's status will be classified as delinquent. This will affect the members' ability to vote, to receive badges, gate cards will be shut off, pin codes removed, and the possibility of their account being sent to collections. This will also affect the ability to rent their property.
- 4.)** Guest/Visitor: A person other than the member who has been authorized to enter IMLCA by a member with the intention of visiting or staying at the property owner's address.

- 5.) Long-Term Renter/Occupant: A person who is renting or occupying a property at IMLCA from a member for a minimum of six (6) months.
- 6.) Short-Term Renter/Occupant: A person who is renting or occupying a property at IMLCA from a member for less than six (6) months.
- 7.) Address: Defined as the member's address as it appears on the records of the Association.
- 8.) Administrative Costs: The time and resources required to evaluate and process citations.
- 9.) Citation: Documented violation of Rules and Regulations.
- 10.) Fine: Cost(s) incurred by a citation.
- 11.) Household: The address to which a citation is issued.
- 12.) Incident: Initial Event which may result in a citation.
- 13.) Privilege: Any amenity, resource or convenience granted to members of the IMLCA community.

**ALL OF THE ABOVE ARE SUBJECT TO THE COVENANTS, BY-LAWS, RULES AND REGULATIONS SET FORTH BY THE IMLCA AS WELL AS THE DISCIPLINARY PROCESS OF THE IMLCA. THEY MAY USE THE COMMON AREAS AND AMENITIES OF THE ASSOCIATION AS LONG AS THE MEMBER IS IN GOOD STANDING.**

## **ARTICLE II – MEMBERSHIP IDENTIFICATION:**

It is the policy of IMLCA that all members, renters, occupants, or guests be properly identified when using any of the IMLCA amenities including Association roadways.

- 1.) Upon payment in full of the annual assessment for dues and any other applicable charges and fines, members will be allotted amenity badges and/or any other identification as may be designated by the Board of Directors.
- 2.) Vehicles, operators, and occupants of a vehicle who cannot justify their presence in the development will be detained, their identification verified, and if appropriate, escorted out of the development. For a second offense, they will be subject to prosecution for Trespass, pursuant to the laws of the Commonwealth of Pennsylvania.
- 3.) While on the roads, grounds, buildings, or other IMLCA amenities or property, all members, renters, occupants, or guests shall, upon request, identify themselves and cooperate in a non-abusive manner with pool attendants, or security personnel used or retained by the Association's officers, employees, servants, agents, management, posted signs and traffic control devices.
- 4.) Membership Identification is nontransferable. Members found falsifying, duplicating, selling/renting, stealing, and/or lending IMLCA Membership Identification such as but not

limited to Amenity Badges, Welcome in Passes, Boat Stickers, Guest, Renter/Occupant Passes, Member Family Password, Gate Cards, and Contractor Passes will be fined.

**Membership ID Items:**

**a.) Amenity Badges**

- i. All members, guests, visitors, and renters/occupants shall have IMLCA amenity badges on their person while using the Association amenities and clubhouse. Persons without badges will be fined.
- ii. Members in good standing may purchase ten (10) owner amenity badges for each property owned. Badges are non-transferable. **Badges may only be transferred from one owner to another through the office.**
- iii. Children under the age of six (6) are not required to have a badge.
- iv. Additional or replacement badges may be purchased at a cost of \$5.00 per badge. Badges are only valid for the current dues year and are renewed each year to members in good standing.
- v. Anyone other than the property owner desiring to obtain badges must present written authorization of the property owner.
- vi. Badges must be obtained **in person** from the IMLCA office. None will be mailed.

**b.) Gate Cards**

- i. Gate cards will not be issued to any member having any amount of debt owed to the Association such as dues, fines or costs charged until such amounts are paid in full and received in good funds by the Association.
- ii. Not having an active gate card is not to be viewed as restricting any member/owner access to his property since access will be available by logging in with the gate attendant.
- iii. Members in good standing will be issued a maximum of two (2) gate cards at no cost, provided that two (2) vehicles are registered at the member's address as it appears on the records of the Association.
- iv. Copies of current vehicle registrations and licenses must be submitted to the IMLCA office to obtain gate cards. A vehicle registration may be used only once to obtain a gate card.
- v. Additional gate cards may be issued upon proof of additional vehicle registrations at the member's address, as defined above, and a \$10.00 fee for each additional member gate card. Long term renter gate cards can be purchased for \$25.00.
- vi. Gate cards are issued only one time. However, they must be updated by submitting copies of valid registrations to the IMLCA office.

- vii. Gate cards will be deactivated if dues, fines, or costs are not paid or if valid vehicle registrations are not on file in the IMLCA office.  
**EXCEPTION:** Gate cards will remain active for members with an unpaid balance for dues, fines or costs or any other legal levied assessment if the member enters into a legal agreement with IMLCA to make monthly payments according to terms of a signed Installment Note. If a member defaults on ANY payment the gate card will then be deactivated and will remain inactive until such time as payment is made in full.
- viii. Broken cards will be replaced at no cost upon return of the broken card.
- ix. Lost or stolen cards may be replaced at a cost of \$25.00 each.
- x. Gate cards are not to be given to non-members or to others outside the immediate household. Gate Cards are non-transferable.
- xi. Commercial vehicles will not be issued IMLCA gate cards. (See Article XIV – Parking Rules for the definition of Commercial Vehicles.)
- xii. Members must obtain gate cards in person from the IMLCA office. **None will be mailed.**

**c.) Welcome-In-Passes (WIP)**

- i. WIP is for frequent visitors and is issued annually for a fee. A copy of vehicle registration & driver's license must be submitted with the form signed by the member/owner. WIP passes issued to an individual visitor/guest and are non-transferable. This relieves the member from having to call the gate for visitor/guest access. WIP must be renewed each dues year, in person at the IMLCA offices. Members are limited to six (6) WIPs. **WIP is for the sole use of individual visitors/guest and not to be used for contractors or any business-related purposes.** Individual visitor/guest vehicles coming into the development using a WIP must meet the IMLCA Parking Rules XIV Rule Number (6) Non-Commercial Vehicle.
- ii. Members are responsible for all fines levied against the holder of the WIP authorized by the member. This includes fines levied if a member revokes the WIP privileges without securing the Welcome-In-Pass.

**d.) Guest/Renter/Occupant Pass**

- i. Dated auto identification pass must be obtained by guests upon entering IMLCA, and clearly displayed at all times. Gate passes allow access to the private home but do not permit use of any of the facilities unless accompanied by a member. All guest passes issued at security gates are good for no more than seven (7) days to members in good standing only. All renter/occupant passes must be secured at the IMLCA office and are non-transferable.

**e.) Open Pass**

- i. Only Homeowner/Accountable Renter with a passcode/pin # are allowed to activate this pass. The open pass for a party/get-together will be good for one day only. This pass closes at midnight. When a resident passes away in the community, a three-day courtesy open pass is given. Residents without a passcode/pin # are not allowed to have an open pass, unless there is a death in the family; however, they are required to bring to the gate a list of names and if it is for one day, we treat it as an open pass and log them in, checking driver licenses. Parking arrangements need to be made for a large number of guests as parking is prohibited on IMLCA roads and on the grass.

### **ARTICLE III - EMERGENCIES**

Owners should be aware of the nearest main intersection so when reporting an emergency, responders can readily identify their exact location. Signs indicating e 911-address must be displayed and prominently visible from the road. You must be in accordance with municipality ordinances.

### **ARTICLE IV - PRIVATE HOME SECURITY SYSTEMS**

- 1.) The installation of a private home security or alarm system by any member is not to be relied upon or interpreted by any member or third party as an endorsement for providing Association Security for any individual member, residence, lot or lots or security systems. Nor is the same to be construed as **REQUIRING** the Association and/or its agents to respond to any type of private alarm, call or system.
- 2.) It is the responsibility of the homeowner to be sure the alarm system is in good repair and proper operating order.
- 3.) A citation may be issued to the homeowner if IMLCA security personnel respond to more than three (3) false alarms at the same address within any year.

### **ARTICLE V – GUEST/ENTRANCE POLICY**

The IMLCA recognizes as a private residential community members will on many occasions, invite guests periodically into the Association. Members are responsible for the proper conduct of their guests and invitees while using the facilities and common areas. It is the member's responsibility to advise their guests and invitees of the rules and regulations of IMLCA. Members are financially responsible for any and all citations or damages incurred by their guests. Contractors will be personally responsible for any citations and a copy will be sent to their place of employment. Failure to pay the citation within thirty (30) days will result in denial of future access to the vehicle operator.

- 1.) Member must leave name of guest/visitor with the Security gate attendants, along with the member's name, lot, section, and phone number.
  - a.) Members in Good Standing/Members on valid Installment Notes will submit to the IMLCA Office a Member Family Password or Pin Number by the last day the dues are due to be able to phone in a pass. In the event a password needs to be changed the administrative cost is \$5.00. Members in arrears must go to the gate to register a guest. Photo Identification will be required at the gate by the registrant(s) as validation of membership within the association. Member pin number is non-transferable.

- b.) Members in arrears must go to the gate to obtain a Daily Pass/Guest Pass. Members must provide a valid driver's license to gain access to the community with said vehicle.
  - c.) Members are only to register visitors that are going to be guests of their residence. Members are not permitted to register visitors to allow them access to another member's property. This is Fraudulent Use of a Guest pass and the member calling in the guest pass will be fined.
  - d.) Any person allowing entry to the community or persons found knowingly entering the community that are not **registered** members, renters/occupant, contractor, or guest will be cited for Trespassing.
  - e.) All IMLCA entry gates are one vehicle per entry. **Any person who tailgates or piggybacks a vehicle through any IMLCA entrance gate has illegally entered the community and will be cited for illegal entry.**
  - f.) Any person, visitor, guest, contractor, or member found entering the community by any means other than an attended or automated entrance gate will be cited for illegal entry.
- 2.) Guests are required to identify property owners by name and the address they are visiting along with a **Valid Driver's License** to gain access. **Commercial vehicles and contractors** must also provide a **Valid Driver's License** and a **Vehicle Registration**.
  - 3.) Additional badges for guests to use the amenities may be purchased at the IMLCA office by members in good standing for a cost of \$5.00 per badge. Badges are valid for each current dues' year. A maximum of 10 amenity badges may be purchased.
  - 4.) Any member not in good standing shall not be permitted to be a guest of another member for use of the amenities and common areas.
  - 5.) Vendors/Deliveries must provide a valid driver's license to gain access and will be personally responsible for any citations and a copy will be sent to their place of employment. Failure to pay the citation within thirty (30) days will result in denial of future access to the vehicle operator.

## **ARTICLE VI - RENTAL/OCCUPANT POLICY (Short Term & Long Term)**

MEMBERS ARE RESPONSIBLE FOR ACTIONS OF THEIR RENTERS/OCCUPANTS ENTIRELY AND MUST ADVISE THE RENTER/OCCUPANTS OF THE RULES AND REGULATIONS.

**Therefore, the following Association rules shall apply to and be effective for IMLCA lots:**

The ownership, tenancy, rental, possession, occupancy, use, and residency of all IMLCA lots shall be registered with the Association such that the lot and ownership and occupant information and status as required by the Association is current and updated. All persons renting, leasing, using, possessing, occupying, or residing at any IMLCA lot, however temporary or intermittent, under, by or derived from any owner authorization or permission, or lack thereof, (referred as "occupants"), shall be so registered with the Association.

All IMLCA lots, which accounts have been in delinquency status or their owners as Association members are otherwise not in good standing with the Association, for a period of more than six (6) consecutive months, shall be restricted as follows:

- 1.) All rentals or leases of such lots, or landlord-tenancies therein, shall not be permitted. Such lots shall not be rented or leased, for any use, residency, or occupancy, to others for any kind, form or amount of remuneration, or other value, or consideration in exchange or in return.
- 2.) The Long-term use, possession, residency, or occupancy of such lots shall be limited to an owner thereof and/or such owner's immediate family members and/or short-term guests, and, in the case of organizational owners, shall be limited to an executive officer thereof and/or such officer's immediate family members and/or short-term guests. 'Owners' are those natural persons or organizations having an ownership interest in the lot as evidenced by a duly recorded deed of title or other instrument or as authorized by operation of law. 'Immediate family members' of the lot owners shall be their parents, children, grandchildren, and siblings of the lot owners. 'Short-term guests' shall be those persons staying in a full day (24-hour) occupancy at the household of the lot owner for a cumulative total of less than sixty (60) days of a year. 'Long-term guests' shall be those persons staying at the household of the lot owner for a cumulative total of (60) days to one year. These classifications of persons shall be regarded as a tenant, lessee, or renter of the lot owners.
- 3.) The non-owner occupants shall not be accorded any Association or IMLCA community privileges, and they and their invitees/visitors may be deprived of access into the IMLCA community, and use of (including any travel over and passage upon) the IMLCA common areas, which also includes the easements or road rights-of-way, except for some authorized purpose or recognized urgent or emergency reasons brought to the Associations' attention. It is declared that all such lot privileges accorded to Association members, as lot owners, are hereby suspended, pursuant to the bylaws.

Except for registration and information submission requirements, lot owners may apply for an exception from these lot rules (restrictions) by making an acceptable installment payment commitment and/or providing acceptable financial security to the Association, with a suitable good-faith payment on account. The lot owners' dispute of any part of the lot account shall not serve as any exception, and otherwise relieve them of their payment obligation or debt; rather, the account shall nevertheless be paid in full or subjected to an acceptable payment agreement with the Association and may be accompanied by some clear reservation of rights or payment under protest indication in writing.

The period of account delinquency and not in good-standing status relative to this policy and these rules shall have retroactive application. However, any verifiable pre-existing contractual rental or lease (including subleases and assignments) of an IMLCA lot, as registered with the Association upon the effectiveness of this policy, shall not be subject to such restrictions, until the particular lot rental or lease or landlord-tenant relationship relative thereto has expired and otherwise ended, or the lot has been surrendered or abandoned by the particular renters, tenants or lessees. All lot rental or lease renewals with pre-existing tenants/lessees or contractual lot rentals or leases with other persons shall be subject hereto.

The owners of each lot shall register, with the Association, the ownership, residency, rental, and occupancy status of the lots and houses thereat, including all then current and known prospective lot occupants, and identify their relationship to the lot owners, and submit any lease agreements and other documents and such other owner identifying information, including owners' tax ID or social security numbers, to the Association on its forms and as required by it. Also, all non-owner occupants of a lot shall present official records, documents, affidavits, and other information as satisfactory proof to the Association of their identity and relationship to the lot owners, and pertinent motor vehicle license, registration, and insurance records/documents, and may be subject to screening and an interview by the Association. Every time that the ownership, possession, or occupancy of the lot will change, then re-registration shall be immediately required.

- 1.) In no event shall it be determined that a landlord/tenant relationship exists between the Association and a renter/occupant.
- 2.) **Long-term:** Members **must complete** Renter's/Occupant's Registration Form for each property they are planning to rent or have occupied in their absence for a minimum of 6 months to one year. Forms may be obtained by property owners at the IMLCA office.
- 3.) For each **Long-term** rental/occupancy **the member must complete** a **Long-term** Renter's/Occupant's Registration Form, which shall include the following information:
  - a.) Renters/Occupants Name
  - b.) Number of persons in the renter's/occupant's party.
  - c.) Renters/Occupants vehicle identification.
  - d.) Rental/Occupation dates.
  - e.) Address or identification of the rental/occupancy property
  - f.) Member's Signature and phone numbers where they can be reached.
- 4.) a. **Long-term** Renters/Occupants will not be admitted unless the registration form has been received during regular IMLCA office hours, **no later than 2 business days** prior to arrival and accompanied by **\$200 Long-Term rental fee.**
- 5.) It is the responsibility of the member to notify the IMLCA office when any change occurs in **Long-term** rental/occupant status or when a rental/occupancy is terminated. **Long-term rental/occupants form must be updated each year on or before the end date of the previous form, along with Long-Term rental fee of \$200.**
- 6.) Property owners are financially responsible to the IMLCA for any damage to the amenities or common areas caused by the actions of the renters or occupants. Members shall be advised of all fines and citations given to the renter/occupant and shall also be responsible for the same.
- 7.) It is the responsibility of the members to provide their guests and renters/occupants with badges and renter/occupant vehicle passes. In absence of the member, the renter/occupant may obtain these items by presenting written authorization from the member.
- 8.) Amenity badges for renters/occupants may be purchased at the IMLCA office by members in good standing for a cost of \$10.00 per badge and is limited to 10 (Amenity) renter badges per property

rented. Lost (Amenity)renter badges will cost \$10.00 to replace.

- 9.) Gate cards may be issued at a cost of \$25.00 per card to tenants of members in good standing if there is a completed, current IMLCA Long-Term Rental/Occupant Registration Form on file in the IMLCA office, and meet the following criteria:
- a.) Term for **Long-term** rental/occupancy must be a **minimum** of six (6) months.
  - b.) Written authorization of property owner.
  - c.) Tenant current vehicle registration and license.
  - d.) A maximum of four (4) gate cards may be issued to tenants accountable, as stipulated on the **Long-term** Rental/Occupant form and not to all persons residing at the property.
  - e.) Gate cards will be de-activated according to the expiration date on the IMLCA Registration form. For cards to remain active, members must submit a renewed IMLCA **Long-term** Rental/Occupant Registration form, and written authorization. Tenant must resubmit current vehicle registration. Failure to deactivate a card shall not create liability on the part of the Association. Members shall recover gate cards from tenants upon termination of lease.
  - f.) A lost, stolen, or broken gate card may be replaced at a cost of twenty-five dollars (\$25.00). This fee may be waived at the discretion of the office based on the circumstance of the loss, theft, or breakage.
  - g.) The gate cards are for the benefit of the Association, and no membership or third-party rights, expectations or duties arising out of the rules, policies issuance, activation, de-activation, enforcement, omission, or failure to comply with same, are created.
  - h.) Tenants' acceptance of a gate card evidences an agreement to comply with rules and/or policies pertaining to access including gate cards. However, the member(s) remain responsible for compliance by their tenants, invitees and guests with the regulations and policies.

**Short Term: A member renting their property during their absence for less than (6) months. Members must complete an Annual Short-term rental permit form, along with a new/renewed Township Short-term rental permit, a copy of the most recent septic inspection and \$100 annual permit fee. Last minute changes to rental form may incur and additional fee.**

Members **must complete** a **Short-term** Renter's/Occupant's Registration Form for each and every property they are planning to rent **no later than 2 business days** prior to guest arrival and accompanied by **\$60** Short-term Rental Fee. Any last-minute bookings or changes will incur an additional fee. You can find the form online at indianmountainlake.com or in person at the office. Member must be a member in good standing.

- 10.) For each **Short-term** rental/occupancy **the member must complete** a **Short-term** Renter's/Occupant's Registration Form, which shall include the following information:
- a.) Rental term, start and end date.
  - b.) Members IML Address & lot & Section
  - c.) Owners name & phone number
  - d.) Name of Accountable Renter/Occupant
  - e.) Mailing address of Accountable Renter/Occupant

- f.) Phone number of Accountable Renter/Occupant
- g.) First & Last names of each Occupant noted if child (under 2 years of age) or adult.
- h.) Owner signature & date

Rental payment can be made online or in person prior to arrival. Approval code on form will be payment code you will receive if making payment online. **Missing info can delay the processing of your rental.**

MEMBERS ARE RESPONSIBLE FOR ACTIONS OF THEIR SHORT-TERM RENTERS/OCCUPANTS ENTIRELY AND MUST ADVISE THE SHORT-TERM RENTER/OCCUPANTS OF THE RULES AND REGULATIONS.

**Members are financially responsible for any and all citations or damages incurred by their guests.**

## **ARTICLE VII - MOTOR VEHICLE RULES**

**Definition:** As used herein "motorized vehicles" shall mean a properly government, state, commonwealth, and province licensed, inspected, and insured vehicle.

- 1.) No driver will operate a vehicle in careless disregard for the safety of persons or property in IMLCA. No driver will operate a vehicle at a speed that is unsafe for the current road conditions caused by weather or other natural causes. This includes but is not limited to snow, rain, ice, fog, or flooded roadways.
- 2.) Any person who drives any vehicle in willful and wanton disregard for the safety of persons or property is guilty of reckless driving. No driver will operate a vehicle through an active construction zone at a speed greater than 10 MPH. No driver will drive through a Security controlled traffic zone at a speed greater than 10 MPH.
- 3.) Passing is not permitted on any IMLCA roadway.
- 4.) The provisions of the Pennsylvania Motor Vehicle Code and/or the Department of Environmental Protection regarding definition, registration, operation of all motorized vehicles upon the lands of Indian Mountain Lake Civic Association are adopted, except as otherwise restricted in these rules. IMLCA has the right to restrict entrance to anyone that does not have a valid driver's license, vehicle registration, or insurance for their vehicle. Any person stopped on IMLCA roads ways and found in violation of the above, may be escorted out or towed at owners' expense as well as a fine for each violation incurred as per rules & regulations.
- 5.) **The speed limit on all IMLCA roads is 25 MPH. Parking areas and School Zones 5 MPH.**
- 6.) **ALL TRAFFIC SIGNS MUST BE OBEYED.**
- 7.) Motorized vehicles shall be registered with the IMLCA office. Registrations must be updated at the office at the time of vehicle renewal.
- 8.) The owner of a motorized vehicle, as well as the operator, shall be held responsible for any property damage, citations or personal injury arising out of the operation of that vehicle as provided by law.

- 9.) No motorized vehicle is to be operated on the dams or on the grassy areas adjacent to the beaches, pools, or other common areas of the IMLCA except for the IMLCA maintenance personnel and equipment, emergency vehicles, Lake Management Committee, and security.
- 10.) All contractors and their employees must register with the IMLCA to receive an Association pass which must be displayed while working in IMLCA. Non-compliance will result in a citation and/or removal from job site. Contractor passes are valid for six (6) months from the time of issue.
- 11.) All-Terrain Vehicles (ATV's) motorized four wheelers, UTV's (Utility Vehicle), ROV's (Recreational Off Highway Vehicle), Gators, three wheelers, snowmobiles, or any other motorized off-road conveyance such as go-carts, dirt bikes, minibikes are banned from all IMLCA properties, roadways, and amenities. Licensed, registered, and insured Mopeds and Motor Scooters are permitted. Use of snowmobiles on IMLCA properties, roadways and amenities will be permitted only during a state of emergency, as declared by the Association or local governments. **Violation of the banned listed vehicles in a non-declared emergency will result in a per vehicle fine.**
- 12.) **Effective March 1<sup>st</sup>, 2019.**
  - a.) Golf carts are permitted but must be registered with IMLCA. See attached for rules pertaining to golf carts.

#### **Approved Recreational Vehicles**

**All Golf Carts must be approved by IMLCA. Golf Carts may only be registered to homeowners that are in good standing. All golf cart registration applications must be submitted with the following information:**

- 1.) **Proof of ownership.**
- 2.) **Proof of liability insurance.**
- 3.) **Waiver of liability for all drivers with a valid driver's license**
- 4.) **Copy of driver's license for all persons operating the golf cart.**
- 5.) **\$60.00 Registration fee. Annual Renewal Fee \$40.00**
- 6.) **Golf Cart must be inspected by IMLCA staff prior to permit being issued.**
- 7.) **Head lights, brake lights, horn and a rearview mirror are required.**
- 8.) **A license plate will be issued after IMLCA inspection. The flag must always be displayed on the golf cart while being operated on any IMLCA roadway.**

#### **Registration and Fees:**

- 1.) **Golf Cart Registration Fee: \$60.00**
- 2.) **Annual Renewal: \$40.00**
- 3.) **Replacement of license plate or flag: \$25.00**

#### **Expiration:**

- 1.) **All golf cart registration expires one year after the issue date.**
- 2.) **If the property changes hands, then the registration of any golf cart is revoked.**

- 3.) **Golf cart registration will be revoked upon any lapse of liability insurance.**
- 4.) **Multiple violations of any motor vehicle regulation while operating a golf cart will result in the registration being suspended for a period of one year. Continued violations will result in permanent revocation of registration.**
- 5.) **If found guilty of any rule or regulation fines must be paid in a timely manner. Failure to pay outstanding fines will result in suspension of registration.**

**General Operating Rules:**

- 1.) **All Golf Carts must be registered with IMLCA.**
- 2.) **All Operators of Golf Carts must have a valid driver's license.**
- 3.) **All IMLCA traffic rules and registrations must be obeyed.**
- 4.) **All golf carts must be equipped with 4 wheels, headlights, brake lights, horn, and rearview mirror.**
- 5.) **Operation of any vehicle in a careless manner shall be viewed as disorderly conduct.**
- 6.) **Golf carts are not permitted to be operated or parked on dams, beaches, playgrounds, clubhouse lawn or inside the pool area.**
- 7.) **Golf carts shall not be operated with more passengers than there are seats on the golf cart. All passengers will remain seated while the golf cart is moving.**
- 8.) **No person, vehicle, or object may be towed from a golf cart.**
- 9.) **No golf cart will be operated on snow- or ice-covered roadways.**

**Accident Reporting**

**The operator of a golf cart involved in an accident must stop and exchange all pertinent information with the other party involved, i.e., name, address, the name, and address of the owner of the golf cart, registration, and insurance information. Information must be given to Security. The operator of any golf cart involved in an accident which results in injury or death of any person or property damage to the extent of \$100.00 or more must report the matter in writing within 7 days to the Department of Conservation and Natural Resources.**

**OWNERS OF GOLF CARTS ARE RESPONSIBLE FOR ALL FINES AND TAKE RESPONSIBILITY FOR ALL LIABILITY.**

- 13.) **Motorized vehicles may not be used to pull sleds, toboggans, wagons, etc. on any IMLCA properties and roadways.**
- 14.) **Modular home transport. See Property Management Code Book. See ARTICLE IX**
- 15.) **It shall be prohibited conduct for any driver of a motor vehicle to willfully fail or refuse to bring his vehicle to a stop, or to otherwise flee or attempt to elude a pursuing security personnel vehicle, when given visual or audible signal to bring the vehicle to a stop. The signal given by the security personnel may be by hand, voice, emergency lights, horn, or siren. Trying to elude at excessive speeds of over 39 MPH will be considered serious endangerment and can result in loss of IMLCA privileges for up to forty (40) days.**
- 16.) **The use of medically approved scooters by physically challenged members is permissible in IMLCA. Such scooters must be registered with the office. A copy of the handicap placard, registration, corresponding ID, and a signed waiver must be presented to the office. The**

scooter must display reflectors on the front and rear and six-foot whip flag. Usage shall be limited to daylight hours only.

- 17.) **No person under the age of 18 is permitted to ride in the open bed of a pickup truck on IMLCA property.**
- 18.) It shall be prohibited conduct for any driver of a motor vehicle to willfully leave the scene of a motor vehicle accident or fail to report an accident to Security that they were involved in.

## **ARTICLE VIII - PARKING RULES**

- 1.) At pools, beaches, clubhouse, tennis courts, a vehicle may be parked only at designated areas.
- 2.) Parking at either entrance, including mailbox areas, is limited to 30 minutes.
- 3.) Illegally parked vehicles shall be towed at the owner's expense. The owners of an illegally parked vehicle will be responsible for any damage which may incur.
- 4.) In most circumstances, all vehicles must park off the road and road shoulders. Only the member property may be used for parking except when allowed for work as defined in the IMLCA **Property Management Code, ARTICLE # IV**. Parking on any other property must be with written authorization from the property owner.
- 5.) Owners of motor homes or recreational trailers are permitted to park on their own property to the side or rear of their house within property setbacks. However, they shall not be used as living quarters or rented to others as such.
- 6.) **Owner of Commercial Vehicles weighing less than 10 thousand pounds (10,000 lbs.) Gross Vehicle Weight Rating (GVWR), medium duty vehicles, vehicles with single axle may park such Commercial Vehicle on owners' lot with proper approval and submission of proper documentation to IMLCA. Pick-up trucks, utility body truck and vans normally used by the general public for daily personal transportation are exempt from this regulation provided. Commercial Vehicle must adhere to the following:**
  - a.) The vehicle has no attachments in the rear except for a cap or toolbox.
  - b.) The vehicle does not contain refuse or unsightly, noxious, odoriferous, spontaneously combustible materials, compressed flammable gases, poisons gases or radioactive materials.
  - c.) Vehicles such as cargo vans, box trucks or dump trucks are not permitted.
- 7.) No commercial vehicles or combination thereof shall be permitted to be parked or stored, attended or unattended, on any lot, amenity, or common area of IMLCA, except for vehicles owned, operated, or contracted by the Association in the conduct of its business.

- 8.) No commercial parking over ten (10) tons in gross weight, except when construction is in progress. **See Property Management Code, ARTICLE # IV.** Construction vehicles may be kept overnight during a period of work on property upon proper notification to IMLCA office (code officer) and the Security Department or by posting of an IMLCA construction permit.

## **ARTICLE IX – SWIMMING POOL AND BEACH RULES**

- 1.) The swimming pools and lakes, when open for swimming for Association members, their guests, or tenants, are considered “at your own risk”. Any facility will be closed at such times as the Association deems it necessary to do so.
- 2.) Admittance to the pool and beach areas will be restricted to Association members in good standing, and their guests or tenants who must present current badges at the amenities.
- 3.) Children under the age of thirteen (13) must be accompanied by a person of at least eighteen (18) years of age who will have full responsibility for the safety and conduct of the child.
- 4.) Children must wear tight-fitting plastic pants around diapers (or pool-safe diapers) to prevent accidental discharge of contamination into any pool or lake.
- 5.) Pool Attendants shall have the authority to regulate the safety and conduct of all persons within pool and beach areas and shall have the use of such disciplinary action as may be necessary to maintain proper conduct.
- 6.) Flotation devices such as large tubes and rafts, as well as skin diving equipment are prohibited in the pool areas and in the swimming areas of the lakes.
- 7.) No glass containers are allowed on beaches or within the pool areas. Please make use of the nearby picnic areas where tables are available.
- 8.) No running, pushing, loud boisterous play or profanity will be permitted on the beaches or in or around pool areas.
- 9.) Pool Attendants will not permit loud music or sound by way of portable radios, cassette decks, etc.
- 10.) No animal(s), Between November 1 and March 31, household pets will be allowed on beach areas. Household pets will be allowed at walking trails, picnic areas, and parks at any time. Household pets are not permitted in other IML common areas, including, but not limited to the pools, tennis courts, basketball courts, bus stops, etc. **Service Animals Registered with the office are exempt from these restriction’s; however, they must be leashed and not left unattended.**
- 11.) The Association is not responsible for any articles left in the confines of the pool or beach area, or within the dressing rooms.
- 12.) All beach umbrellas and beach or deck chairs must be behind the lifeguard stands so as not to

obstruct the pool attendant's view.

- 13.) Diving or swimming off boats is prohibited.
- 14.) Ball playing at swimming areas is prohibited. Only beach balls and Nerf balls are permitted on the beaches or outside the pool areas.
- 15.) Alcoholic beverages will not be permitted within the pool confines or on the beaches. Underage drinking is prohibited on any IMLCA property.
- 16.) When leaving an amenity, put all trash & garbage in the receptacles provided.
- 17.) Fires of any kind, including grills, are not permitted in the confines of the pools or on beaches. Grills may be used on the picnic areas.
- 18.) Fishing is not permitted on swimming beach areas.
- 19.) Ice-skating is permitted only on Indian Mountain Lake (Main Lake) with written permission obtained from the Association.

## **ARTICLE X - WATERCRAFT RULES**

- 1.) Boaters must comply with all rules and regulations of the Commonwealth of Pennsylvania and the U.S. Coast Guard.
- 2.) Watercraft owners must complete a Watercraft Registration Form available at the IMLCA office, for all watercraft used on IMLCA lakes whether stored on IMLCA property or not and display a current IMLCA sticker on the forward half of the watercraft on the left side where it can be visibly seen above the water line. Registrations will automatically expire December 31<sup>st</sup> of each year.
- 3.) Launching watercraft from a vehicle will be done as quickly as possible and the vehicle then removed to the parking area. No vehicles are to be left in the watercraft launch area.
- 4.) All persons must have a U.S. Coast Guard approved life jacket or otherwise known as a Personal Flotation Device (PFD) that is properly fitted and in good condition.
- 5.) **Swimming from watercraft is prohibited.**
- 6.) Only boats, canoes or watercraft propelled by oars, paddles, or sails shall be permitted. No motor watercraft, gas, diesel, petroleum kickers or electric/battery powered trollers of any description shall be permitted. Possession of fuel cans, tanks, or gas motors are prohibited on or in the vicinity of any IMLCA amenity. IMLCA authorized security motorized watercraft will be permitted in cases of emergencies.
- 7.) **No child under thirteen (13) years is permitted in a watercraft unless accompanied by an adult,**

**and child must always wear a Personal Flotation Device.**

- 8.) All operators of watercraft are required and responsible for determining the safety of the area they are using and that it is free from danger.
- 9.) All watercrafts must stay fifty (50) feet clear of marked swimming areas.
- 10.) The owner of a watercraft shall also be held responsible for the actions of the occupants and the operator of such watercraft.
- 11.) All water crafting activity must cease on any lake during electrical storms and other hazardous conditions.
- 12.) No one will be permitted use of the lakes unless wearing their membership badge.
- 13.) Watercraft must be anchored no more than fifteen (15) feet from the shoreline when not in use, so that navigation of lakes will not be impeded.
- 14.) Any use of the lakes for navigation or anchorage is to be at the risk of the owner of the watercraft and the IMLCA shall not be liable for damages or injury resulting from submerged objects, collision, or otherwise.
- 15.) The association is not responsible for loss or damage of any watercraft resulting from theft, vandalism, or negligence.
- 16.) Water crafting is not permitted on any IMLCA lake from sundown to sunup, and not permitted on Fishing Lake and Watauga Lake at any time.
- 17.) All registered watercrafts must be removed from the IMLCA amenities by November 1<sup>st</sup> of each year and may be returned to designated amenity area after April 1st. Failure to remove watercraft by November 1<sup>st</sup> will result in removal of the watercraft to a designated area by IMLCA and if not claimed by November 15th, will be disposed of at the discretion of the IMLCA. Non-registered watercraft will be removed and disposed of at any time at the discretion of the IMLCA.

## **ARTICLE XI - RULES FOR PETS**

- 1.) All dogs over three (3) months must have a current license.
- 2.) All IMLCA owners, renters/occupants of dogs and cats over three (3) months of age must have their pets vaccinated against rabies and have their current rabies inoculation tag.
- 3.) All dogs must always be under control of their owner. **When your dog is not on your property it must be leashed.**
- 4.) **No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that a dog, cat or other household pet may be kept provided that they are not kept, bred or**

**maintained for any commercial purpose.**

- 5.) No animal(s), Between November 1 and March 31, household pets will be allowed on beach areas. Household pets will be allowed at walking trails, picnic areas, and parks at any time. Household pets are not permitted in other IMLCA common areas, including, but not limited to the pools, tennis courts, basketball courts, bus stops, etc. **Service Animals Registered with the office are exempt from these restriction's; however, they must be leashed and not left unattended.**
- 6.) Any complaint regarding strays, mistreated, abused, menacing, or abandoned animals should be filed with the appropriate authority.
- 7.) IMLCA homeowners, renters/occupants are responsible for any damage caused by their pet. It shall also be the duty of the pet owner to pick up and remove in its entirety any excrement (Poop) from said animal from IMLCA roads, amenities, and other member's private property.
- 8.) Feeding wild animals and waterfowl is strictly forbidden on IMLCA Common Ground. The feeding of wild birds must be curtailed in the event of noticeable bear activity in the area in compliance with PA State Law.

## **ARTICLE XII - TENNIS/BASKETBALL RULES**

- 1.) Proper tennis attire including the use of tennis shoes or sneakers is required. No street shoes are permitted on any court.
- 2.) No one will be permitted use of the courts unless wearing their membership badge.
- 3.) Tennis and basketball courts are not to be used for any purpose other than tennis and basketball. Exception: The Clubhouse Basketball Court may be used for roller-skating, roller blading or skateboarding (rubber wheels) when the court is not being used for basketball. Ramps or any other device to promote jumping are prohibited.
- 4.) No food or glass bottles shall be permitted within the tennis or basketball court enclosures. Please make use of the nearby picnic areas and trash receptacles.
- 5.) Loud boisterous conduct (disorderly conduct) or profanity will not be tolerated on the courts.
- 6.) Only active participants are allowed within the tennis and basketball court areas.

## **ARTICLE XIII - FISHING RULES**

- 1.) Fishermen must comply with the Pennsylvania Fish and Boat Commission fishing laws and regulations and must possess and display a current Pennsylvania license.
- 2.) **All fishermen must visibly display their IMLCA membership badge.**  
**Fishermen must comply with the Pennsylvania Fish and Boat Commission fishing laws and regulations and must possess and display a current Pennsylvania license along with their IMLCA Amenity Badge.**

- 3.) Fishing will be prohibited from April 1<sup>st</sup> until the 1<sup>st</sup> day of trout season as determined by the Pennsylvania Fish and Boat Commission, at lakes stocked with trout.
- 4.) Fishing is not permitted from the dam, swimming area or bridge.
- 5.) Beginning January 1, 2024, all 5 lakes within IMLCA (Main, Twin, Boulder, Fishing, and Watauga) will become strictly **catch and release**. No fish species (except trout) of any size may be kept. All must be returned to the water as quickly as possible. The only exception is an in-season daily limit of three (3) 7" or longer trout will be allowed in lakes where IMLCA stocks trout (Fishing, Twin, & Boulder). **Violator will be issued a citation for each fish kept in the amount of \$200 per fish.**

## **ARTICLE XIV – FIREARMS/WEAPONS**

- 1.) **No hunting** is permitted within the confines of the IMLCA community.
- 2.) Carrying a weapon as defined by Commonwealth law (18 Pa.C.S. § 907) within the confines of IMLCA is strictly prohibited, except for those persons who have a Government/State/County Permit to carry same. Carrying weapons is prohibited AT ALL TIMES in areas specifically designated by signs. Discharging a firearm or using a weapon within the confines of IMLCA is prohibited AT ALL TIMES except in cases of "self-protection" as defined by Commonwealth law (18 Pa.C.S. § 505). Carrying an unloaded firearm or bow, exposed, while walking to and from adjacent State Forests and Game lands is not prohibited. The firearm or bow must be unloaded completely and the action open.

## **ARTICLE XV - HEALTH AND SANITATION RULES**

- 1.) No lot or other area within the boundaries of IMLCA shall be used as a dumping ground for refuse (Illegal Dumping).
- 2.) No household trash or garbage will be brought and deposited in containers at the beaches, pools, picnic areas, or any other public area, including the dumpster at the clubhouse.
- 3.) Garbage collections will take place only at curbside on designated collection days defined in the current trash collection contract. The BOD has the authority to modify the garbage collection scheduling to comply with the current refuse collection contract. If a holiday falls on the collection day, collection will be on the following day.
- 4.) **Disposal of Refuse** – Trash, garbage and or other waste must be kept in sealed bags which are to be placed in sealed containers with lids. **No loose bags are permitted.** All trash containers/receptacles must be properly secured and maintained in good repair. **There is a 6 can/6 bag limit for garbage collection.** Any trash, garbage or recycling material that is not collected must be removed from curbside within **48 hours** and placed out for the next scheduled collection day. Recycling material must be in a clearly labeled recycling container or in a clear plastic bag. Cardboard must be flattened, broken up into 2x3 foot sections and tied.

Pizza boxes, newspaper and office paper may be bundled and tied or placed in paper bags. Leaves may be placed in clear plastic bags, brown lawn/leaf bags or must be clearly marked as leaves. Any garbage that is torn up or scattered by animals must be cleaned up and removed within **48** hours. Refrigeration units, including but not limited to air conditioners, freezers and refrigerators must be tagged and certified as “Deactivated free of Chlorofluorocarbons (CFCs) and Hydro chlorofluorocarbons (HCFCs)”. Lawn mower, chain saw, & snow blower must be free of oil, & fuel. Mattress & Boxspring, should be wrapped in a plastic covering. ***Trash and recycling disposal must adhere to the current year trash contract available at IMLCA.***

5.) ***For questions pertaining to trash or recycling, contact the office.***

**(If your garbage is missed on collection day you must contact the IMLCA office via phone or email to report the missed pickup.)**

- 6.) No outside fires are permitted except for BBQ Grills, Smokers and IML approved fire pits.
- a.) The entire burning surface of any grill must be a minimum of 6” above the ground surface and contained in a fireproof enclosure.
  - b.) A chimenea or residential/commercially manufactured outdoor cooking apparatus such as an outdoor fireplace. Fire pits must have a screen cover. **Burn Barrels are prohibited.**
  - c.) IML approved Fire Pits are allowed but must have a screen covering.
  - d.) Gas fireplaces are permitted providing the fuel source is self-contained.
  - e.) A water supply or fire extinguisher with a minimum 4A rating must be available within 25 feet of the fire.
  - f.) No fires may occur within 10 feet of any structure.
  - g.) Fires may only be burned with readily available solid, combustible materials and fuels. No materials may be gathered from adjoining properties without approval from the property owner.
  - h.) Burning of the following materials is strictly prohibited, including, but not limited to garbage, municipal waste, solid waste, plastic products of any kind, furniture and mattresses, tires, magazines, leaves, and grass trimmings.
  - i.) Burning of building materials either new or used is strictly prohibited, including, but not limited to wood and lumber, treated wood and lumber, roofing shingles, tar paper, insulation of any kind, vinyl or composite siding, synthetic and composite decking and lumber, flooring materials of any kind, plastic or Tyvek-type house wrap, PVC or other plastic-type piping, rubber products, paint and stain, carpet and carpet padding, glues and adhesives, and any materials used to package or otherwise contain any of the aforementioned materials.
  - j.) Burning of flammable or combustible liquids, motor oil, and waste oil is strictly prohibited unless used in a furnace or stove designed to burn such liquids as specified by the manufacturer.
  - k.) All cooking fires must be supervised by an adult who is an individual 18 years or older, who is not under the influence of drugs or alcohol.
  - l.) All ashes (coal, wood, pellet, charcoal, etc.) must be disposed of into a metal container.

## **ARTICLE XVI – ENVIRONMENTAL/AESTHETICS RULES**

- 1.) **No pier, dock or other structure shall be built at any lake.** Maintenance/repairs of existing structures will be allowed with applicable permits from the IMLCA office.
- 2.) Commercial signs shall not be erected on any residential lot with the following exceptions:
  - a.) Signs for security prevention only (No advertisement for Security Company or phone number).
  - b.) A general contractor must erect a sign with only lot and section identification visible from the road prior to the start of any work on property.
  - c.) A general contractor must erect a sign with only lot and section in Monroe County or 911 Address in Carbon County, with this information visible from the road prior to start of any work on property.
  - d.) Only flyers for Community Events held within IMLCA may be posted on IML properties. All signs must be removed within 24 hours after the event.
  - e.) Other signs of any kind are not permitted.
- 3.) **For Sale signs will not be permitted on any property within IML.**
- 4.) IMLCA management may allow exceptions for signs to be posted such as a lost pet. **Upon IMLCA management approval, the signs may be posted for a maximum of 14 days and these signs may only be posted at the entrances, and the clubhouse announcement board.** It is the member's responsibility to remove these after the 14-day period.
- 5.) No garage sales or flea markets shall be permitted except at the designated area and days posted by IMLCA.
- 6.) All property owners shall cut down weeds and other vegetation growing on their lots along any street, which may interfere with visibility or the safety of pedestrian or vehicular traffic.
- 7.) No person shall be permitted to use any property owner lot or Association property for overnight camping (tents, sleeping bags, camper vehicles).
- 8.) **Fireworks are prohibited within the boundaries of IMLCA.** This rule is enacted due to the high probability of resulting brush fires. **Video and pictures captured by cell phones and home cameras will be considered evidence for issuing a citation.**
- 9.) Members must caution independent driveway snow plow to not push snow onto roadways, nor may any member, tenant or guest shovel or push snow by any means onto roadways.
- 10.) Acts of vandalism and malicious mischief that cause damage or cleanup costs to any recreational facility or common area shall subject the offender to criminal prosecution and the cost, and fines, and repair/replacement or restoration plus administrative costs and all lawful charges relating to the collection of such costs.
  - a.) Acts of vandalism and malicious mischief that cause damage to members' property shall be subject to a fine.

- 11.) Auction Sales/Real Estate Open House** - During period of property ownership in IMLCA, members are permitted to hold one weekend auction/real estate open house sale per calendar year or 12-month period in the event they wish to sell their IML house. Members must notify the IMLCA office of the date and time of auction/real estate open house and obtain a permit for same. A fee/deposit of \$500.00 of which \$450.00 is refundable upon determination that no infractions have taken place, must be submitted 10 days prior to auction/real estate open house date. Dates & time to be held are Sat., 9am-2pm & Sunday 9am-1pm.
- a.) Members will be responsible for any infraction of the IMLCA Rules & Regulations caused by any visitor to his property.** Pre-inspection must be arranged with the property owner who must then notify gate attendant of date, time, and name of visitor.
  - b.)** Attendees must notify the auctioneer/realtor of their intent to be present at auction/real estate open house. This stipulation should be included in all sources of advertising. Auctioneer/realtor must provide gate attendant with a list of names of anticipated attendees 24 hours prior to auction/real estate open house date. Attendees will then give the attendant their name and the destination, section, and lot number. All vehicle occupants must register at the gate upon entry. Children under the age of 18 must be accompanied by an adult.
  - c.) There shall be no vending of any type associated with the auction/real estate open house sale.**
  - d.)** IMLCA parking and traffic control regulations must be maintained and is the responsibility of the property owner. Your clients may wish to consider engaging the services of our security patrol provider at additional cost, to assist with this condition.
  - e.)** It is suggested your clients prepare copies of maps indicating the most direct route to the location since IMLCA is quite large and often confusing to visitors. These maps can then be distributed to attendees on the day of the auction/real estate open house as they register at the gate.

## **ARTICLE XVII – PROPERTY MAINTENANCE**

The provisions of this Article shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment, and exterior property. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements.

All vacant structures and premises or vacant land shall be maintained in a clean, safe, secure, and sanitary condition, so as not to cause a blighting problem or adversely affect public health or safety.

### **DEFINITIONS:**

- 1.) Exterior property** – The structural exterior and the open space on the property under the control of owners.
- 2.) Owner** – Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the

estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

- 3.) **Public nuisance** – Any physical condition of any premises is considered a public nuisance at common law, including but not limited to, excavations and unsafe fences or structures.
  - a.) Any property that has unsanitary sewerage or plumbing facilities.
  - b.) Any premises that is manifestly capable of being a fire hazard or is manifestly unsafe or unsecured so as to endanger life, limb or property.
  - c.) Any premises that are unsanitary, or that is littered with rubbish or garbage, or that has an uncontrolled growth of weeds.
  - d.) Any structure that is in a state of dilapidation, deterioration, or decay.
- 4.) **Refuse – (garbage, trash, rubbish)** - The animal and vegetable waste resulting from handling, preparation, consumption of food; combustible and non-combustible waste materials including ashes, metal cans, paper, rags, cartons, boxes, rubber, metals, mineral material, glass, and other similar materials, including construction, building, demolition materials, vehicle parts, hazardous waste, and electronics.
- 5.) **Unsafe structure** - An unsafe structure is one that is found to be dangerous to the life health, property, or safety of the public or the occupants of the structure or is so damaged, decayed, dilapidated, and structurally unsafe.

#### **COMMUNITY ACCESS POLICY**

- 1.) For any building permit work (contractors), access hours remain as Monday through Friday 7:30 A.M. to 5:30 P.M. and Saturday 9:00 A.M. to 1:00 P.M.
- 2.) For all non-building permit work performed by someone other than the homeowner that would ordinarily be defined as construction, access hours are Monday through Saturday 7:30 A.M. to 5:30 P.M. All work must be completed by the stated times without exception. All non-building contractors and their vehicles must vacate Indian Mountain Lake property by 6:00 P.M. Monday through Saturday.
- 3.) Construction deliveries must follow normal construction access hours Monday through Friday 7:30 to 5:30 P.M. and Saturday 9:00 to 1:00 P.M.
- 4.) No work is permitted on IMLCA observed holidays which are as follows: New Year’s Day (weekend); Martin Luther King weekend; President’s Day weekend; Memorial Day weekend; Independence Day (weekend); Labor Day weekend; Thanksgiving Day weekend; Christmas Day (weekend). Since dates change yearly, call the IMLCA office or the Codes officer for exact days.

#### **EXTERIOR PROPERTY AREAS:**

- 1.) **Sanitation** - All exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The member shall keep that part of the exterior property which such occupant

occupies or controls in a clean and sanitary condition. No spilled garbage at curb or on property.

- 2.) **Grading and drainage** - All premises shall be graded and maintained to prevent the erosion of soil. Each owner shall keep drainage ditches and swales located on their lot free and unobstructed and in good repair.
- 3.) **Responsibility of Property Owners** – It shall be the primary responsibility of each residential lot, by its owners, to maintain and keep that portion of the drainage swale within or abutting such property, and all drainage facilities there, including the driveway pipe serving such property’s access, clean and free of obstruction by the thorough removal of such vegetation and debris diligently, effectively, and properly. The owners of such lots shall be responsible for periodically inspecting the drainage swale, and its pipes and other facilities, for accumulations of material and debris and obstructions thereof, and for clean out and obstruction removal.
  - a.) If the owners of their respective lots desire to, but cannot personally service their portion of the drainage channel, they must hire or engage another to capably perform the service.
  - b.) **If the owners of their respective lots do not so maintain and keep such drainage swale clean and free of obstruction, then IMLCA may, without any obligation, do so, and the cost thereof shall be assessed to the respective lot.**
  - c.) If a claim is presented to or lawsuit is asserted against IMLCA for property damage or other losses sustained by the property owner abutting the drainage swale or others due to water accumulation or flooding and wet/icy conditions caused by a property owner’s failure to so maintain their respective drainage swale, the responsible property owner shall be held liable by IMLCA for such damages or losses, and for all of IMLCA’s costs and attorney’s fees in administering the claim or defending the lawsuit.
- 4.) **Responsibility of the IMLCA** - IMLCA’s drainage maintenance responsibility shall be limited to that portion of drainage swales within or abutting the common areas and its properties. IMLCA shall not be obliged to inspect the drainage swales abutting the residential lots and inform their respective lot owners or occupants of the swale condition, but may do so after it is notified of such swale conditions or water accumulation or flooding are brought to its attention. Nothing herein is intended to create any duty for IMLCA to any lot owner, resident, tenant, occupant, guest, or visitor and otherwise for any harm (injury or damage) to person or property.
- 5.) **Enforcement** - A violation of this policy and regulation, or an owner’s refusal to otherwise cooperate in good faith with the administration of same will result in IMLCA disciplinary action, and legal action by IMLCA to collect the assessment for the cost of such clean-out and obstruction removal or to enforce the lot owner’s maintenance responsibility, plus collection of all of its Court costs and attorney’s fees.
- 6.) **Weeds** - All premises and exterior property shall be maintained free from weeds or plant growth more than 10 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Any unimproved lot owner shall maintain 10 feet of the property by cutting of grass/weeds. Plus, the removal of any dead fallen trees/branches on the lot. Blowing or dumping of tree branches, grass or weeds into another

lot is illegal dumping and holds a fine or \$300.

- 7.) **Accessory structures** - All accessory structures, such as detached garages, sheds, storage buildings, garbage bins, fences, and walls, shall be maintained structurally sound and in good repair.
- 8.) **Motor vehicles:**
- a.) All vehicles stored or parked or kept anywhere within a lot, including within any structure thereat shall be registered to, and insured by the owner/occupant for personal use only, excluding registered overnight guests. All vehicles kept in IMLCA must be registered with the IMLCA office. No vehicle shall at any time be in a state of disassembly, disrepair, or in the process of being stripped or dismantled, for not more than a period of seven (7) consecutive days.
  - b.) All vehicle parking areas of a lot must be completely improved as such; the composition of the surface of the parking area must be concrete, asphalt, stone pavers, or gravel. All vehicles must be parked completely within such an improved parking area. **Vehicles cannot be parked or stored directly on the lawns or septic field or any unimproved yard area of the lot. No vehicle shall be parked upon a lot without a house thereat or accessory thereto.**
  - c.) Commercial car covers will be permitted for temporary use during the period necessary to obtain proper vehicle registration and/or to complete repairs. **Tarps, blankets, drop cloths, etc. are strictly prohibited.**
- 9.) **Exterior structure** - The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety, or welfare. All wood and metal surfaces, including but not limited to, window frames, doors, door frames, cornices, porches, and trim shall be maintained in good condition. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted.

***Each structure to which a lot and section or 911 addresses has been assigned shall have such lot and section number or 911 address displayed in a position easily observed and readable from both directions of the road right-of-way.***

- 10.) **Accumulation of rubbish or garbage** - All exterior property and premises of every structure shall be free from any accumulation of rubbish or garbage. No lot or other area within the boundaries of IMLCA shall be used as a dumping ground for refuse of any kind.
- 11.) **Appearance:**
- a.) All wood must be stacked neatly on your property, or in an appropriate rack for holding wood.
  - b.) No equipment, appliances, or household furniture or fixtures of any kind shall be placed, maintained, or left within the yard area of a lot or remain attached to a building thereat unless customarily a part of or accessory to the house. When not in use, such articles shall be removed from the yard area.

**Exceptions:**

- i.) barbeque grill units

ii.) Outdoor lighting

iii.) One basketball hoop/back board unit in good repair; not to be located adjacent to the road.

All other exceptions shall be allowed only upon approval of IMLCA after written request to the Board of Directors.

- 12.) Violations** - If the property owner is found to be in violation of any of the above, the Association will give written notice that the owner is in violation of the Rules and Regulations. If after fourteen (14) days from the mailing of the written notice, the violation still exists, the Association has the right, while not obliged, to do all or any of the following:
- a.) To issue a citation and fine in the amount of \$250.00 for each violation. In addition to the initial fine, additional monetary fines in the amount of \$25.00 per day will be charged for each and every day that the violation remains unresolved, up to a maximum of \$250.00 per month. The daily fines will be charged for every day, beginning the day after the citation is issued.
  - b.) To remedy the violation as it deems properly and legally appropriate.  
***Upon appropriate Board resolution to initiate a court action to abate the condition and/or to recover all costs, fees, attorney's fees, fines, or other charges or obligations incurred by the Association in regard to this matter and recoverable under the By-Laws.***
- 13.) Indemnification waiver and hold harmless** - The Association does not make any representation on the current condition of any premises nor future maintenance of any lot. The regulations set forth in this document are for the protection of the Association. Lot owners, their successors and assigns whether by voluntary or involuntary conveyance or contractors have no independent rights hereunder or claim for malfeasance, nonfeasance, or misfeasance. The primary purpose of the Property Maintenance Article of the Association is to assist healthful and harmonious living, and to promote, assist and encourage the collective interest of all owners in the development.

It must be understood by all owners that neither the Association management, or its staff, the committees, the Board of Directors of the Association, nor any person acting on behalf of any of them shall be responsible in any way for any errors, failures, interpretations or violations of these Rules and Regulations, or in any work done, relative to the Property Maintenance Article, or any plan, design, erection and construction of any buildings or structures or other work performed.

Further, the owners, their successors and assigns shall indemnify, hold harmless, protect, exonerate and defend the directors and officers, management, and any person acting on behalf of any of them, from and against any and all costs, claims or liabilities arising out of actions taken or decisions made while administering the Property Maintenance Article in any respect thereto, or performing any duty, or failing to perform any duty, whether based on or due to error, fault negligence, or otherwise. The Association shall not be responsible for and has no liability whatsoever for enforcement of the Property Maintenance Article, inspection of premises in violation or subsequently brought into compliance. By its approval of any work, inspection or notice of compliance, the Association does not make

any representation with respect to actual conditions or accuracy of any information submitted to the Association upon which it makes its determinations. The owners, their successors, and assigns waive and release any and all claims against the Association, its agents, representatives, employees, committee members or any person acting on its behalf, related to the Property Maintenance Article. ***The owners and their successors and assigns, have no claims against the Association and its representative's agents for malfeasance, nonfeasance, or misfeasance in administering this article. Further, you agree not to sue for negligent inspection or approval of work or plans, which may not be compliant with the article or failure to enforce the article, whether by mistake or otherwise.***

***Any variation of the article by intent may not serve as the basis of any suit against the Association, whenever the term "Association" is used in this article, it shall include all officers, employees, agents, or others serving on behalf of the Association.***

## **ARTICLE XVIII - PUBLIC ORDER AND DECENCY**

- 1.) No solicitation is permitted within the IMLCA Community.
- 2.) Persons are prohibited from engaging in any act or undertaking which unreasonably disturbs or harasses or alarms any member or person within the IMLCA community. Any such act that has the potential for **serious endangerment** to a person or property is prohibited and will be fined accordingly.
- 3.) A person is guilty of disorderly conduct if, with intent to cause public inconvenience, annoyance, or alarm, or recklessly creating a risk thereof, he/she engages in fighting or threatening, or in violent or tumultuous behavior make unreasonable noise, uses obscene language, or makes an obscene gesture, creates a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor.
- 4.) Any person who creates any condition (loud, boisterous activity, excessive volume, etc.) shall be guilty of public nuisance when such activity interferes with another person's right to peace or is capable of interfering with another person's right to peace.
- 5.) Any person who erects, sets up, establishes, maintains, keeps or continues, or causes to be erected, set-up, established, maintained, kept or continued, any condition (loud, boisterous activity, excessive volume, etc.) shall be guilty of a 'Public Nuisance' when such activity interferes with another person's right to peace and quiet, or is capable of interfering with another person's right to peace and quiet. The following definitions and exceptions apply:
  - a.) Noise is a 'Public Nuisance' if it continues and/or is incessant for a period of ten (10) minutes to the disturbance of any person at any time of the day or night regardless of whether the noise is emanating in, from or upon private property or a vehicle on IMLCA roadways or amenities.
  - b.) The quiet hours of IMLCA are as follows:  
SUNDAY-THURSDAY: 10:00 PM – 7:30 AM  
FRIDAY-SATURDAY: 12:00 AM – 8:00 AM  
All violations will be addressed by security. Non-compliance will result in a citation under

“Public Order and Decency”.

- c.) ATV, Side by Side, Three-Wheeler, and any other recreational motorized vehicle will be able to be ridden between the hours of 8:00am and 8:00pm. These vehicles are to be ridden only on the OWNERS’ private property. These vehicles will be allowed to ride in increments of 30 minutes at any one time with a subsequent 30-minute stoppage. After the 30-minute rest period the vehicle can then be ridden again for a maximum of 30 minutes, again followed by a 30-minute stoppage, and so on between the hours of operation listed above.
  - d.) There are to be no modifications of the stock exhaust/muffler system that increases decibel levels from stock levels.
- 6.) A person will be issued a citation if he/she appears in any public place manifestly under the influence of alcohol or portrays characteristics of being under the influence of drugs and/or alcohol to the degree that he may endanger himself or other persons or property or annoys persons in his vicinity. Underage drinking is prohibited on any IMLCA property.
  - 7.) A curfew shall apply to persons seventeen (17) years of age and under. It will be in effect from 11:00 pm to 6:00 am at all IMLCA amenities and property. Loitering is not permitted on the Clubhouse property. The President or his authorized representative may modify curfew hours at designated areas to resolve specific situations.
  - 8.) Any person that enters the property of any member, without the permission of the property owner or accountable occupant, will be cited for Trespassing.
  - 9.) It shall be prohibited for any member, resident, visitor, or guest to file a false report with the IMLCA office and or the Security Department. Filing of a report that proves to be false or fictitious with the intent to discredit, defame, deface, or accuse is prohibited and is punishable by a fine.

## **ARTICLE XIX – SCHOOL BUS & BUS STOP RULES**

The primary responsibility of the security officer, when at the bus stop, is to assist with the crossing of children across Association roadways. An IMLCA officer may also enforce the following rules when possible and appropriate.

- 1.) There will be no passing of any school bus while the red lights are flashing and the stop arm is out, anywhere in the IMLCA community.
- 2.) Every Parent/Guardian is responsible for his/her child’s safety and behavior while at the bus stop whether or not the parent is present. Any behavior that would endanger the health, safety, or welfare of children or adults will be considered unacceptable and subject to disciplinary action.
- 3.) Everyone must obey the directions of the Security Officer or other designated Association agent.
- 4.) All vehicles are required to remain in designated parking spaces until children have boarded or disembarked school buses and the bus has departed for both pick up and drop off times. Vehicular movement in parking lots is also prohibited during such times as school buses have red flashing lights activated.

- 5.) All day use of bus stop parking areas by high school students will be allowed by permit only. To obtain a permit the member must be in good standing, the vehicle must be registered with IMLCA, and the student must provide a valid student identification card and proof of driver's license to the IMLCA office.
- 6.) Bicyclists must follow the Pennsylvania Bicycle Laws.
- 7.) There will be **NO** smoking at any school bus stop areas.

## **ARTICLE XX – ENFORCEMENT OF RULES AND REGULATIONS**

- 1.) A Violation of IMLCA Rules and Regulations may result in a citation being issued and an appearance before the Arbitration Committee as provided for under Article IV, Section 6 of the By-Laws. Violation of a rule or regulation may result in a monetary fine, suspension of the property owner's privileges or both as well as possible Civil Action to recover sums due for damages.
- 2.) Any fine imposed by the Board of Directors for a violation of the Rules and Regulations shall be considered a charge against the property owner. If the fine is not paid within 30 days of the written notification, the fine will be entered on the member's account as due to the Association and may be pursued for collection through the Magistrate's Court.
- 3.) Members will be responsible for all fines levied against their relatives, guests, tenants, and visitors for violation of the Rules and Regulations of the Association.
- 4.) Chronic offenders of the Rules and Regulations may be suspended from using any of the amenities for forty (40) days upon recommendation of the Arbitration Committee after three (3) citations have been issued. A ninety (90) day suspension may be instituted for subsequent offenders with the approval of the Board of Directors. If a suspended offender is found utilizing the amenities during suspension, he/she may be charged with trespassing along with whatever additional violations and fines are deemed appropriate.
- 5.) **Third Party Citations** - Any member wishing to file a formal complaint against another member/guest.
  - a.) All third-party citations are drafted by our Security personnel at the written request of a member in good standing.
  - b.) The third-party complainant must appear before the Arbitration Committee to give testimony to their complaint, and the alleged violator has the right at this time to face their accusers of said violations. If the third-party complainant fails to appear before the Arbitration Committee with his/her complaint, the violation will be thrown out and they will be responsible for the administrative costs.
  - c.) If the alleged violator fails to appear, and the third-party member does give testimony, the alleged violator will be tried in absence. If they are found guilty, they will incur all costs of said violation.
  - d.) If the third-party complainant appears, and the alleged violator does not, but asks for a

continuance, it will be granted, however they will not get the right to face their accuser.

- e.) Once the third-party complainant testifies before the Arbitration Committee, they are not required to be before the committee for a second meeting.
- f.) A third-party complainant does not have the right to request a continuance, unless the other party requests it, then both parties will be granted the continuance.

## **ARTICLE XXI - ENFORCEMENT PROCEDURES**

The original copy of a citation will be filed with the IMLCA Arbitration Committee, and a copy will be sent to the member/offender by mail. Within ten (10) days of forwarding of the citation, the member shall:

- 1.) **Plead guilty:** Forward the amount equal to the fine and costs set forth in the Citation to the IML Civic Association. You are thereby waiving to the extent allowed notice or further adjudication.
- 2.) **Plead not guilty:** A hearing date will be fixed and the cited member and/or violator or designated representative of the member shall be entitled to a defense hearing prior to further action. A member and/or violator or designated representative of the member should notify the IMLCA Office within five (5) days of such hearing of their intent to appear before the Arbitration Committee.
- 3.) **Board of Directors Appeal:** If not satisfied with the decision before the Arbitration Committee, the violator may request an appeal hearing before the BOD. This request must be in writing and delivered to the IMLCA office within ten (10) days after the BOD's decision of the Arbitration Committee.
  - a.) **The violator may not appeal if the violator has not been before Arbitration Committee.**
    - I. Where citation or notices of Decision are mailed, receipt and forwarding shall be the date of depositing same in the United States Mail.
    - II. Failure to respond within the time limits specified above will result in necessary legal steps to collect the fine and costs set forth in the citation (By-Laws: Article X Section 2).

## **SECURITY DESCRIPTION**

- 1.) The primary duty of IMLCA Security is to enforce the Rules and Regulations put forth by IMLCA. The Security Department will be tasked with protecting property, equipment, and personnel on IMLCA.
- 2.) The Security Department will cooperate and work with the following: All state, local and federal law enforcement, Local Fire and EMS and all IMLCA committees. The Security Department will provide escorts for first responders when needed.
- 3.) The Security Department will be tasked with the dispatching of injured animals upon request of the PA Game Commission.
- 4.) The Security Department will oversee the persons entering the Community and will follow the rules set forth by the IMLCA Board of Directors regarding entrance policy.

- 5.) The Security Department is **not** responsible for the security of private homes or members. All members are encouraged to acquire their own security system for the protection of their residence and property.

**ARTICLE XXII - FINES**

**All Rules and Regulations will be STRICTLY ENFORCED.**

#	Item	Page(s)	Fine Cost	Information
1	Pennsylvania Motor Vehicle Violation	12-15	\$25.00	
	Uninsured Vehicle	12	\$100.00	
	Unlicensed Driver	12	\$100.00	
2	Unregistered Vehicle	12-15	\$50.00	State Registration
			\$35.00	IMLCA Registration
3	Uninspected Vehicle	12	\$50.00	
4	Speeding - Radar Documented			
	26-34 MPH	12-15	\$75.00	
	35-39 MPH	12-15	\$125.00	Fines Doubled for subsequent violations.
	40-44 MPH+	12-15	\$200.00	Fines Doubled for subsequent violations.
	45 MPH+	12-15	\$225.00	Fines Doubled for subsequent violations.
5	No Passing Zone	12-16	\$100.00	
6	Careless Driving	12	\$100.00	
7	Reckless Driving	12	\$150.00	
8	Failure to Comply, Yield or Stop	14	\$100.00	
9	Failure to Stop at a Stop Sign	14	\$100.00	Fines Doubled for subsequent violations.
10	Passengers in Open Bed Trucks	15	\$50.00	
11	Handicapped Zone	14-15	\$150.00	Fines Doubled for subsequent violations.
	Illegal Parking	15	\$100.00	
	On-Street Parking	15	\$100.00	Fines Doubled for subsequent violations.
	Commercial Vehicle	15-16	+ \$25	Daily sanction after initial citation – (\$250 monthly maximum)
12	Illegal Dumping and Littering	20-27	\$300.00	
13	Damage to IMLCA Property	10,11 & 22	\$250.00	+ Repair or Replacement
15	Health and Sanitation	20-21	\$50.00	
16	Illegal Burning	20-21	\$500.00	No Open Burning
17	Amenity Badge Violation	4-5, 8-10, 17-19	\$25.00	
18	Long-term, Short-term Rental/Occupancy: Not having Rental/Occupant Registration Form no later than 2 business days.	10-11	\$100.00	
	Renting with an expired Long-term Rental/Occupant form	8-12	\$200	
	STR Renting without an IMLCA Short -term Permit	8-12	\$100	

	Rental/Occupancy: Renting/Occupying property Not in Good Standing as per Rules and Regulations listed.	8-12	\$500.00	Monthly.
19	ATV/Banned IMLCA Vehicles Violation	13,28	\$200.00	
20	Firearm Violation/Hunting	20	\$500.00	Fines Doubled for Subsequent violations.
21	Fireworks Violation	22	\$750.00	Fines Doubled for Subsequent violations.
22	Modular Home Transport Violation	14	\$100.00	+ Damage & Repair Costs
23	Public Order and Decency (includes noise complaints and making false reports)	28-29	\$150.00	Fines Doubled for Subsequent violations.
24	Pet Violation	18-19	\$100.00	Fines Doubled for Subsequent violations.
25	Fishing Violation	19-20	\$100.00	
26	Fishing Violation per fish	20	\$200.00	
27	Watercraft Violation	17-18	\$50.00	
			\$50.00	Removal Fee > 30 Days
28	School Bus & Related Violations	29-30	\$100.00	Fines Doubled for Subsequent violations.
29	Passing a School Bus	29	\$150.00	Fines Doubled for Subsequent violations.
30	Property Maintenance	23-28	\$250.00	Article XVII, Violations
	Monthly maximum of \$250 applies		\$25.00	Daily Sanction
31	Fraudulent Use of Gate Cards	4-7 & 10-12	\$500.00	
32	All Other Passes (Article II # 4)	4-7, 7-12	\$500.00	
33	Auction/Open House Violations	23	\$500.00	
34	No 911 Sign	7,22 & 26	\$50.00	
35	False Alarms	7 & 27- 28	\$50.00	
36	Eluding Security	15	\$100.00	Fines Doubled for Subsequent violations.
37	Serious Endangerment	14, 28	\$100.00	Fines Doubled for Subsequent violations.
38	Disorderly Conduct	14,19 & 28	\$100.00	Fines Doubled for Subsequent violations.
39	Curfew Violation	29	\$100.00	Fines Doubled for Subsequent violations.
40	Accident - Leaving the scene or Failure to report.	14-15	\$100.00	
41	All Other Violations		\$50.00	

**\* FINES DOUBLED for subsequent violations.**

**- Video and pictures captured by cell phones and home cameras will be considered evidence for issuing a citation.**

**- Repeat violations may result in privileges within the community being revoked.**

**-All doubling of fines will apply to the household and reset after six months of no violations. Violations issued to licensed contractors, subcontractors, or third-party delivery services will not count against the household.**

**Administrative costs will be added to all fines/citations.**