

**INDIAN MOUNTAIN LAKE CIVIC ASSOCIATION
RULES & REGULATIONS
REVISED 07/01/2017**

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PREFACE

Indian Mountain Lake (IML) 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.

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 IML. 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 member's 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 IML 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 IML 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 IML 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.

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 IML 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 Defiant Trespass, pursuant to the laws of the Commonwealth of Pennsylvania.
3. While on the roads, grounds, buildings, or other IML amenities or property, all members, renters, occupants or guests shall, upon request, identify themselves and cooperate in a non-abusive manner with lifeguards, or security personnel used or retained by the Association's officers, employees, servants, agents, management, posted signs and traffic control devices. **Failure to Comply/Personal Fine \$100.00**
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, Vehicle Stickers, Welcome in Passes, Boat Stickers, Guest, Renter/Occupant Passes, Member Family Password, Gate Cards, and Contractor Passes will be **Fined \$500.00**.

Membership ID Items:

a) Amenity Badges

1. All members, guests, visitors, and renters/occupants shall wear IMLCA amenity badges on their person while using the Association amenities and clubhouse. Persons without badges will be **Fined \$25.00 and removed from said Facility; fine will be doubled for Subsequent Violations.**

2. Members in good standing may purchase ten (10) amenity badges for each property owned. Badges are non-transferable.
3. Children under the age of six (6) are not required to have a badge.
4. 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.
5. Anyone other than the property owner desiring to obtain badges must present written authorization of the property owner.
6. Badges must be obtained **in person** from the IMLCA office. None will be mailed.

b) Vehicle Stickers

1. **All members** will be issued a vehicle sticker for each non-commercial vehicle registered at the member's address.
2. Current copies of member's state vehicle registrations must be submitted to the IMLCA office, annually, in order to obtain vehicle stickers.
3. IMLCA vehicle registration forms must be completed annually.
4. Vehicle stickers are identified with license plate numbers and are not transferable.
5. Vehicle stickers are to be placed either on the left front bumper/left side windshield **prominently visible** from the front and outside of the vehicle.
6. Property owners must pick up stickers from the IMLCA office or provide written authorization for their representative and copy of the member's vehicle registration(s).
7. Vehicle stickers may be mailed to a member upon written request from the member, copies of vehicle registration(s), and a separate check or money order in the amount of \$10.00 for costs. Stickers will be sent by certified mail for the purpose of IMLCA proof of mail.
8. Commercial vehicles shall not be permitted on the Vehicle Registration form for the purpose of obtaining IMLCA vehicle stickers (See Article XIV - Parking Rules for the definition of Commercial Vehicles)

c) Gate Cards

1. 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.

2. 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.
3. 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.
4. Copies of current vehicle registrations and license must be submitted to the IMLCA office in order to obtain gate cards. A vehicle registration may be used only one time to obtain a gate card.
5. 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 gate card.
6. Gate cards are issued only one time. However, they must be updated by submitting copies of valid registrations to the IMLCA office.
7. 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 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.

8. Broken cards will be replaced at no cost upon return of the broken card.
9. Lost or stolen cards may be replaced at a cost of \$25.00 each.
10. There will be a \$15.00 refund for returned "lost" or "stolen" gate cards.
11. Gate cards are not to be given to non-members or to others outside the immediate household. Gate Cards are non-transferable. **Fine \$500.00**
12. Commercial vehicles will not be issued IMLCA gate cards. (See Article XIV – Parking Rules for the definition of Commercial Vehicles.)
13. Members must obtain gate cards in person from the IMLCA office. **None will be mailed**

d.) Welcome In Passes (WIP)

1. WIP is for frequent visitors and is issued annually. These are 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 vehicle coming in to the development using a WIP must meet the IMLCA Parking Rules XIV Rule Number (6) Non Commercial Vehicle.

2. 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.

e.) Guest/Renter/Occupant Pass

1. Dated auto identification pass must be obtained by guests upon entering IML, and clearly displayed at all times. Gate passes allow access to the private home but does not permit use of any of the facilities unless accompanied by 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.

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 in must be displayed and prominently visible from the road. You must be in accordance with municipality ordinances. **Fine of \$50.00**

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 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. **Fine of \$50.00**

ARTICLE V – GUEST/ENTRANCE POLICY

The IMLCA recognizes as a private residential community members will on many occasions, invite guests periodically in to 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 IML. 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. Gate Guards are not allowed to phone homeowners for “verification”.
 - 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 in order 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. **Fine \$500.00**
 - b. Members in arrears must go to the gate to obtain a Daily Pass/Guest Pass. Member must provide a valid driver’s license and vehicle registration to gain access with vehicle.
 - c. Members are only to register visitors that are going to be guest 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 \$500.00**
 - 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/Defiant Trespassing. **The Fine to be \$500.00.**
Any person found entering the community rightfully but does not proceed to their designated locations or does not notify the Gate Officer of multiple locations they intend to visit will be cited for Defiant Trespassing. **Fine \$ 500.00**
2. Guests are required to identify property owners by name and the address they are visiting. Guest must provide a **Valid Driver’s License** and **Vehicle Registration** to gain access.
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.
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. **Fine \$ 50.00**
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

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 IML lots:

The ownership, tenancy, rental, possession, occupancy, use, and residency of all IML 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 IML 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 IML 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:

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.

The 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, grand-children, 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. Any lot occupant not recognized by the Association as or qualifying for any of these particular classifications of persons shall be regarded as a tenant, lessee, or renter of the lot owners.

The non-owner occupants shall not be accorded any Association or IML community privileges, and they and their invitees/visitors may be deprived of access into the IML community, and use of (including any travel over and passage upon) the IML 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 IML 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. **Fine \$500.00 a month for Renting/Occupancy not in Good Standing.**

1. In no event shall it be determined that a landlord/tenant relationship exists between the Association and a renter/occupant.
2. Members **must complete** Renter's/Occupant's Registration Form for each property they are planning to rent or have occupied in their absence. Forms may be obtained by property owners at the IMLCA office.
3. For each rental/occupancy **the member must complete** a 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. Renters/Occupants will not be admitted unless the registration form has been received during regular IMLCA office hours **no later than three (3) to five (5) days** prior to arrival and accompanied by a **\$50 Short Term** rental fee and **\$125 Long Term** rental fee. **Fine of \$100.00**

b. IMLCA office is closed on Sundays and Mondays.

***Closed Tuesdays following a Monday holiday.**

5. It is the responsibility of the member to notify the IMLCA office when any change occurs in rental/occupant status or when a rental/occupancy is terminated.

6. Upon registration, renter/occupant will be given a dated renter's/occupant's pass which must be displayed on the vehicle dashboard at all times.

7. Property owners are financially responsible to the IMLCA for any damages 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.

8. It is the responsibility of the member 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.

9. 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 renter badges per property rented. Lost renter badges will cost \$10.00 to replace.

10. 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 Rental/Occupant Registration Form on file in the IMLCA office, and meet the following criteria:

a.) Term of 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 two (2) gate cards may be issued to tenants accountable, as stipulated on the 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. In order for cards to remain active, member must submit a renewed IMLCA 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. Refunds apply only to tenant gate cards issued after January 1, 2004 and before January 1, 2014.

f.) Broken gate cards will be replaced at no cost upon return of broken card.

g.) A lost or stolen card may be replaced at a cost of twenty-five dollars (\$25.00).

h.) 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.

j.) 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.

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 IML. 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. **Careless driving fine is \$75.00 and doubled for subsequent violations.**

2. Any person who drives any vehicle in willful and wanton disregard for the safety of persons or property or excess of 14 MPH over the posted speed limit 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. **RECKLESS DRIVING fine is \$100.00 and will be doubled for subsequent violations.**

3. Passing is not permitted on any IML roadway. **Fine is \$100.00**

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 any one that does not have 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. **Unlicensed and or Uninsured Vehicle fine \$100.00 each offence. Unregistered Vehicles fine \$50.00 all other Pennsylvania Motor Vehicle Violations Fines are \$25.00**

5. The speed limit on all IML roads is 25 MPH except for parking areas or school bus zones, which are 5 MPH. **1-14 MPH over the Posted Speed Limit is a fine of \$ 50.00 and 15 MPH or more over the Posted Speed Limit is a Fine of \$100.00 both with subsequent violations doubled.**

6. **ALL TRAFFIC SIGNS MUST BE OBEYED. Failure to come to a complete stop at a Stop Sign is a \$100.00 Fine. Failure to Comply or Yield is a \$100.00 fine. Illegal Parking/Standing on Association Roadways or**

Parking Lots is \$100.00 Fine. Commercial Vehicle Illegal Parking/Standing on Association Roadways or Parking Lots is \$150.00 fine. Illegal Parking/Standing in a Handicapped Zone is a \$150.00 fine and doubled for repeat offenders. All above fines are doubled for subsequent violations. All other violations are \$50.00.

7. Motorized vehicles shall be registered with the IMLCA office to obtain a sticker for each vehicle. Registrations must be updated at office at time of vehicle renewal. **IMLCA unregistered vehicle fine \$35.00**

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 time of issue.

11. All-Terrain vehicles (ATV's) motorized four wheelers, three wheelers, snowmobiles or any other motorized off-road conveyance such as go-carts, dirt bikes, mini bikes, golf cart are banned from all IML properties, roadways, and amenities. Licensed, registered and insured Mopeds and Motor Scooter are permitted. Use of snowmobiles on IML 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 \$200.00 per vehicle fine and fines are doubled for subsequent violations**

12. Motorized vehicles may not be used to pull sleds, toboggans, wagons, etc. on any IML properties and roadways.

13. Modular home transport. **\$100 fine and any damages and cost. - See Property Management Code Book. See Appendix A**

14. 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. **Fined \$100.00 and doubled for subsequent violations.**

15. The use of medically approved scooters by physically challenged members is permissible in IML. 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 front and rear and six foot whip flag. Usage shall be limited to daylight hours only.

16. No person under the age of 18 is permitted to ride in the bed of a pickup truck on IML property.

17. 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.

Fine \$250.00

ARTICLE VIII – SWIMMING POOL AND BEACH RULES

All Violations of Article VIII are \$50.00 except when noted.

1. The swimming pools and lakes will be open for swimming to all Association members, their guests or tenants only when there is a lifeguard on duty. Any facility will be closed at such times as the Association decrees 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. **Fine \$25.00 and removal from said facility; fine will be doubled for subsequent violations.**

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. Lifeguards 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 swim 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. **Fine is \$100.00 and doubled for subsequent violation.**

9. Lifeguards will not permit loud music or sound by way of portable radios, cassette decks, etc. **Fine is \$100.00 and doubled for subsequent violation.**

10. No animal, leashed or unleashed, will be permitted within the confines of pool areas or on any part of swimming beaches or picnic grounds **except for registered service animals. Fine is \$100.00 and doubled for subsequent violation.**

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 lifeguard'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 IML property. **Fine of \$100.00 per violator and fines are doubled on subsequent violations.**
16. When leaving an amenity, put all trash & garbage in the receptacles provided. **Failure to comply may result in a \$300.00 littering fine.**
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. **Illegal fires will result in a \$500.00 fine.**
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 IX - WATERCRAFT RULES

Fines of \$50.00 for each Watercraft Offence and are doubled for subsequent violations except when noted.

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 or not stored on IMLCA property, 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 31st 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 IML 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 wear a Personal Flotation Device at all times.

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 watercraft 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. **Fine of \$25.00 doubled for subsequent violations and removal from said facility.**

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 IML lake from sundown to sunup.

17. All registered watercraft must be removed from the IMLCA amenities by November 1st of each year and may be returned to designated amenity area after April 1st. Failure to remove watercraft by November 1st 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 X - RULES FOR PETS

Any violations of these Articles may result in fines of \$100.00 for each offence and are doubled for subsequent violations.

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 be under control at all times. 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 household pets will be permitted at the pool areas, on the beaches or at the picnic areas or other places designated as recreational areas between Memorial Day and Labor Day except for registered service animals.
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 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 XI - 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. **Fine of \$25.00 doubled for subsequent violations and removal from said facility.**
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 skate boarding (rubber wheels) when the court is not being used for basketball. Ramps or any other device to promote jumping are prohibited. **Failure to comply may result in a \$100.00 fine.**
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. **Failure to comply may result in a \$300.00 littering fine.**
5. Loud boisterous conduct (disorderly conduct) or profanity will not be tolerated on the courts. **Fine is**

\$100.00 and doubled for subsequent violation.

6. Only active participants are allowed within the tennis and basketball court areas.

ARTICLE XII - FISHING RULES

Any violations of these Articles may result in fines of \$100.00 for each offence and are doubled for subsequent violations.

1. Fishermen must comply with the Pennsylvania Fish and Boat Commission fishing laws and regulations and must possess and display a current Pennsylvania license. **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 IML Amenity Badge.

2. Fishing will be prohibited from April 1st until the 1st day of trout season as determined by the Pennsylvania Fish and Boat Commission, at lakes stocked with trout.

3. Fishing is not permitted from the dam, swimming area or bridge.

ARTICLE XIII – FIREARMS/WEAPONS

1. No hunting is permitted within the confines of the IML community. **Fine of \$500.00**

2. Carrying or discharging a loaded firearm or bow, including without limitation, pistol, rifle, machinegun, BB-gun, blowgun, shotgun, flintlock or muzzle loading black powder weapon, or any device capable of propelling a projectile of any kind, within the confines of IML is strictly prohibited, except for those persons who have a Government/State/County Permit to carry same. 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. **Firearms/Weapons violation fine is \$500.00 and is Zero Tolerance and doubled for subsequent violations.**

ARTICLE XIV - 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 owner's expense. The owners of an illegally parked vehicle will be responsible for any damages, which may incur.

4. On street parking is prohibited at all times unless security is notified of any extenuating circumstances.

Illegally Parked Vehicles will be towed away at the owner's expense without notice. **Illegally Parked Vehicles may be fined \$100.00 and Commercially Parked Vehicles \$175.00 with fines doubled for subsequent violations.**

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 the property setbacks. However, they shall not be used as living quarters or rented to others as such.

For the purpose of the following regulations, the definition of “commercial vehicle” is any weighing over 10 thousand pounds 10,000 lbs. Gross Vehicle Weight Rating (GVWR) or medium duty vehicles. Vehicles must be single axle. Pick-up trucks, utility body truck and vans normally used by the general public for daily personal transportation are exempt from this regulation provided:

- 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.

6. 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 IML, except for vehicles owned, operated, or contracted by the Association in the conduct of its business. In addition to any initial fine for violation of this rule, 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.

7. 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 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 and Littering Fine is \$300.00 for each offence.**

2. No household trash or garbage will be brought and deposited in the containers at the beaches, pools, picnic areas, or any other public area, including the dumpster at the clubhouse. **Illegal Dumping and Littering Fine is \$300.00 for each offence.**

3. Garbage collections will take place only at curbside on Mondays. 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. No outside fires are permitted except for the purpose of cooking. The entire burning surface of any

grill must be a minimum of 6" above the ground surface and contained in a fireproof enclosure. A chimenea or residential/commercially manufactured outdoor cooking apparatus such as outdoor fireplace is permitted. Gas fireplaces are permitted providing the fuel source is self-contained. A water supply must be available within 25 feet of the cooking fire. 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. **Illegal Burning is a \$500.00 Fine and is Zero Tolerance.**

5. All ashes (coal, wood, pellet, charcoal, etc.) must be disposed of into a metal container.

ARTICLE XVI – ENVIRONMENTAL/AESTHETICS RULES

All violations of Article VIII are \$50.00 except when noted.

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 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).

b.) A general contractor must erect a sign with only lot and section identification visible from the road prior to 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 IML may be posted. All signs must be removed within 72 hours after the event.

e.) Other signs of any kind are not permitted.

3. For Sale signs will not be permitted on any IMLCA property.

4. No garage sales or flea markets shall be permitted except at the designated area by IMLCA.

5. 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.

6. No person shall be permitted to use any Association property for overnight camping (tents, sleeping bags, camper vehicles).

7. Fireworks are prohibited within the boundaries of IMLCA. This rule is enacted due to the high probability of resulting brush fires. **Fine is \$500.00 and Doubled for Subsequent Violations.**

8. Members must caution independent driveway snow-plowers not to push snow onto roadways, nor may any member, tenant or guest shovel or push snow by any means onto roadways.

9. 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. **Fine is \$250.00 plus the cost of cleanup, repair or replacement.**

a.) Acts of vandalism and malicious mischief that cause damage to members property shall be subject to a fine. **Fine is \$250.00**

10. Auction Sales/Real Estate Open House - During period of property ownership in IML, members are permitted to hold one auction/real estate open house sale per year or 12 month period in the event they wish to sell their IML house. **Failure to comply with these rules will result in a fine of \$500.00**

a.) Member 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.

b.) Member will be responsible for any infraction of the IMLCA Rules & Regulations caused by any visitor to his property. Pre-inspection must be arranged with property owner who must then notify gate attendant of date, time and name of visitor.

c.) Attendees must notify 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 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.

d.) There shall be no vending of any type associated with the auction/real estate open house sale.

e.) 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.

f.) It is suggested your clients prepare copies of maps indicating the most direct route to the location since IML 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

Any violations of these Articles may result in fines of \$200.00 for each offence and daily sanctions of \$25.00 to a monthly maximum amount of \$250.00

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 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 is 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. Excluded items include construction, building, demolition materials, vehicle parts, and hazardous waste.

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 IML observed holidays which are as following. 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 IML 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.

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 diligently, effectively, and properly 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. 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 in excess of 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.

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 IML must be registered with the IML 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 of time necessary to obtain proper vehicle registration and/or to complete repairs. Covers may not be used for more than 3 months for any one vehicle and must be approved covers

made for this purpose. Tarps, blankets, drop cloths, etc. are strictly prohibited. In the case of classic/antique cars, covers may be used indefinitely if the owner maintains a current and valid classic vehicle registration, insurance and current state inspection sticker.

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 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.) Disposal of refuse - Trash, garbage, or other waste shall be kept in bags, which are to be placed in solid containers with lids. All trash containers/receptacles must be properly secured and maintained in good repair. Refrigeration units, including but not limited to air conditioners, freezers and refrigerators must be tagged and certified as "Deactivated free of Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs)". ***Trash and recycling disposal must adhere to the current year trash contract available at IML.***

12.) 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.) Two barbeque grill units
- j.) Outdoor lighting
- k.) 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.

13.) Violations - If 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 \$200.00 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 regards to this matter and recoverable under the By-Laws.

14.) 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.

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

All violations of these Articles may carry \$100.00 fine for each offence and are doubled for subsequent violations.

1. No solicitation is permitted within the IML 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 IML community. Any such act that has the potential for **serious endangerment** to 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.) Noise is a 'Public Nuisance' if it is intermittent for one-half (1/2) hour or more 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.
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.

A zero tolerance approach will be taken in the enforcement of this rule.

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. **Fine of \$100.00 doubled for subsequent violation.**

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. **Fine \$100.00**

ARTICLE XIX – SCHOOL BUS & BUS STOP RULES

All violations of Article XIX are \$100.00 and doubled for subsequent violations except when noted.

The primary responsibility of the security officer, when at the bus stop, is to assist with the crossing of children across Association roadways but 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 IML community. **Fine of \$150.00 doubled for subsequent violation.**
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 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 defiant trespass 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 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. 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 IML office within ten (10) days after the BOD's decision of the Arbitration Committee.

a) Violator may not appeal if violator has not been before Arbitration Committee.

1. Where citation or notices of Decision are mailed, receipt and forwarding shall be the date of depositing same in the United States Mail.

2. 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

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.

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.

The Security Department will be tasked with the dispatching of injured animals upon request of the PA Game Commission.

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.

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

1	Pennsylvania Motor Vehicle Violation	\$25.00	
	Uninsured Vehicle	\$100.00	
	Unlicensed Driver	\$100.00	
2	Speeding - Radar Documented		
	1 - 14 MPH over the posted speed limit	\$50.00*	Fines Doubled for Subsequent Violations.
	15 MPH or more over the posted speed limit	\$100.00*	Fines Doubled for Subsequent Violations.
3	STOP Sign	\$100.00*	Fines Doubled for Subsequent Violations.
4	No Passing Zone	\$100.00	
5	Unregistered Vehicle	\$50.00	State registration
		\$35.00	IMLCA registration
6	Uninspected Vehicle	\$50.00	
7	Careless Driving	\$75.00*	Fines Doubled for Subsequent Violations.
8	Reckless Driving	\$100.00*	Fines Doubled for Subsequent Violations
9	Passengers in Open Bed Trucks	\$50.00	
10	Illegal Parking	\$150.00*	Handicapped Zone Fines Doubled for Subsequent Violations.
		\$100.00*	On-Street Parking Fines Doubled for Subsequent Violations.
		\$150.00*	Commercial Vehicle Fines Doubled for Subsequent Violations.
11	Illegal Dumping and Littering	\$300.00	
12	Damage to Amenities	\$250.00	+ Repair or Replacement
13	Breaking or Lifting Gate Arm	\$150.00	+ Repair or Replacement
14	Health and Sanitation	\$50.00	
15	Illegal Burning	\$500.00**	No Open Burning
16	Badge Violation	\$25.00*	Fines Doubled for Subsequent violations.
17	Rental/Occupancy: Not having Rental/Occupant Registration Form in five (5) days prior.	\$100.00	
	Rental/Occupancy: Renting/Occupying property Not in Good Standing as per Rules and Regulations listed.	\$500.00	Monthly
18	ATV/Banned IMLCA Vehicles Violation	\$200.00 {*} **	Fines Doubled for Subsequent Violations. Zero Tolerance.
19	Firearm Violation/Hunting	\$500.00 {*} **	Fines Doubled for subsequent violations. Zero Tolerance.
20	Fireworks Violation	\$500.00*	Fines Doubled for Subsequent Violations.
21	Modular Home Transport Violation	\$100.00	+ Damage & Repair Costs
22	Failure to Comply, Yield or Stop	\$100.00*	Fines Doubled for Subsequent Violations.
23	Public Order and Decency	\$100.00*	Fines Doubled for Subsequent Violations.
24	Pet Violation	\$100.00*	Fines Doubled for Subsequent Violations.

25	Fishing Violation	\$100.00	
26	Watercraft Violation	\$50.00	
		\$50.00	Removal Fee > 30 Days
27	School Bus & Related Violations	\$100.00	Fines Doubled for Subsequent Violations.
	Passing a School Bus	\$150.00*	Fines Doubled for Subsequent Violations.
28	Property Maintenance	\$250.00	Article XVII, Violations
	Monthly maximum of \$250 applies	\$25.00	Daily sanction
29	Fraudulent Use of Gate Cards	\$500.00	
	All Other Passes (Article II # 4	\$500.00*	
30	Auction/Open House Violations	\$500.00	
31	All Other Violations	\$50.00	
32	No 911 Sign	\$50.00	
33	False Alarms	\$50.00	
34	Eluding Security	\$100.00*	
35	Serious Endangerment	\$100.00*	Fines Doubled for Subsequent Violations.
36	Disorderly Conduct	\$100.00*	Fines Doubled for Subsequent Violations.
37	Public Intoxication	\$100.00*	Fines Doubled for Subsequent Violations.
38	Curfew Violation	\$100.00*	Fines Doubled for Subsequent Violations.
39	Accident-Leaving the scene or Failure to report.	\$100.00	

*** FINES DOUBLED for subsequent violations. ** No Warnings Given – ZERO Tolerance.**
A third repeat violation will result in Association Mandated Sanctions.
All escalating fine structures as written in the IMLCA Rules and Regulations will be for one year from the original incident. Administrative costs will be added to all fines.