



**Heritage Lake
Property Owners
Association**

**General
RULES**

2021

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Important Information

Heritage Lake Property Owners Association
1000 Clubhouse
Coatesville, IN 46121

765-386-7447 option 3
765-386-2699 fax

Office Hours

Monday—Thursday 8:00—5:30
Friday 8:00—12:00

March & April ONLY

Monday—Thursday 8:00—5:30
Friday 8:00—12:00
Saturday 8:00—12:00

Seasonal Hours

Marina option 4
Monday—Sunday 8:00—6:00

Pool option 5
Monday—Saturday 11:00—9:00
Sunday 12:00—9:00

Other

Security Tip Line option 7
765-386-7447 extension 111

Putnam County Sheriff
765-653-5115

Clear Creek Conservancy District
765-721-6752

Welcome

The following rules were developed to keep you, the member, safe and able to enjoy the facilities. There are policies and rules that affect other aspects of the POA's operation such as procedural and construction/building guidelines. These are available at the POA Office or on-line @ www.heritagelakepoa.com under the information tab in documents.

A valid HLPOA card is required for the use of Common Properties and Facilities. Additional identification that identifies you (driver's license, student I.D. etc.) may also be requested. The POA is not responsible for adults and/or minors using the common areas or facilities. Property Owners are responsible for their family members and guest. All POA buildings are 'Smoke Free'.

New Property Owners

Welcome to Heritage Lake we look forward to meeting you. Please come to the HLPOA office for registration. Annual Maintenance Assessments are due April 1st of each year. These assessments are used to maintain and improve: all common areas, facilities, lake, ponds, 3rd-party labor cost, equipment, materials, taxes, insurance, and management related to the use and enjoyment of the members and their guests. Our Board of Directors is comprised of nine owners/members who are responsible for oversight and governance of the management of the community in compliance with the covenants, bylaws, and rules.

Once your assessment is paid in full a membership card is issued. Your card (s) may be picked up at the HLPOA office during regular business hours or mailed to you in a self-addressed, stamped envelope. Please keep with you at all times.

An Activity Fee is an option for Associate Owners (*secondary owners or adult children 26 or older*) on multiple owner properties if they elect to use the lake facilities or common areas.

If you have sold your property and you receive an invoice, the HLPOA has not been notified of the sale (transfer of ownership). A legal document (recorded deed or notarized land contract) is required before we change ownership records.

Activity Center

Facilities are for the use of the members and their guests with a paid rental. Members are responsible for their guests. No one under 12 years of age may use the facilities unless accompanied and supervised by a parent or guardian. Association property is not to be removed from the building without authorization from the property manager.

Repairs required due to misuse of property will be charged to the property owner responsible. There are no pets allowed in the Activity Center. No wet clothing is allowed in the Activity Center except in changing rooms (restrooms). No glass beverage containers are allowed inside or outside the Activity Center (upstairs deck and patio included.)

Bicycles and motorized vehicles (ATV's) are to be ridden on roadways (keep off grass) and legally parked. All golf carts, ATV's, mopeds, snowmobiles or any other motorized vehicles must be insured with liability insurance to operate on any common property.

Pool Complex

There are no lifeguards on duty. Daily or seasonal pass required for entry with a valid POA membership card. Specific rules are posted at pool complex. Concessions are available (no coolers).

Beaches

Beaches are open from sunrise to sunset. No animals are allowed on the beaches. Use swimmers for toddlers. Plastic containers and cans are allowed on the beaches. No lifeguards are on duty at beaches. Bicycles and motorized vehicles (ATV's) are to be ridden on roadways, and legally parked.

Picnic Areas

Barbeque grills are available for your use or bring your grill to cook on in the picnic areas. Please notify an employee of any safety concerns.

Playground Rules

All Those using the playground area and equipment do so at their **own risk**. Neither the association nor the property manager is responsible for injuries or accidents.

Use by Children; For safety reasons, all children under the age 12 using the playground area must be accompanied and supervised by a parent or guardian. Hours for the playground area are from 8:00 a.m. to dusk. Do not use the playground area after hours or when the playground equipment is wet or icy. Only Heritage Lake members and their accompanied guests, may use the playground area.

SWIMMING

All swimmers must stay within the buoys, unless accompanied by a watercraft.

Swimmers accompanied by any watercraft shall display an orange warning flag with a minimum size of 16x16 on the watercraft from which they are swimming and stay within a reasonable distance of the watercraft. Flags are available for purchase at the Marina or HLPOA office.

Any person using underwater diving equipment must be authorized by the Safety patrol Officer and must be accompanied by another swimmer in a watercraft which is equipped with a diving flag and the orange warning flag (referenced in the Lake Rules Booklet in item L2). Diving from and swimming around piers owned by Heritage Lake Property Owners' Association is prohibited.

OPERATION OF PERSONALIZED WATERCRAFT

Reference the Lake Rules Booklet for Safety Rules, Violations and Fines.

DOCKING, PARKING AND STORAGE

Reference the Lake Rules Booklet for Safety Rules, Violations and Fines.

MISCELLANEOUS

Deposit of trash, debris, chemicals and garbage in the waters of Heritage Lake is forbidden. Littering from a watercraft is punishable in accordance with the conditions stated in Section M. Persons observed littering on or from shore may be subject to loss of member privileges. It is **prohibited** to nail, staple, tape, or otherwise attach any personal sign, (e.g. reunion, garage sale, birthday party, wedding reception, etc.) to any POA directional or informational sign at Heritage Lake (please remove after use).

Aircraft shall not be permitted to land on the lake except in an emergency. Specific water events or activities must be authorized through the Lake Committee and the Property Manager. Notice of such approval will be posted in advance.

Animal hunting or trapping will **not** be allowed on Heritage Lake waters, shoreline, or common properties. Discharge of firearms for target practice or any other reason will not be allowed on Heritage Lake waters, shoreline or common properties. Exceptions to these may be approved by the Board of Directors.

Winter Use of Lake.

All cars, trucks and RV's etc., are prohibited from driving on the ice on the lake. Motorized vehicles are limited to snowmobiles with Heritage Lake sticker and lot number displayed. Proof of ownership is required (no bill of sales accepted). Snowmobiles may not operate on the lake between sunset and sunrise or within 100 feet of a person, except at a speed of five (5) mph or less.

No pets are allowed on the marina dock, in the marina facility or in POA restroom facilities with the exception of Guide dogs in use.
No fish structure shall be placed in Heritage Lake without approval from the Property Manager and Lake Chairman.

CURFEW ON HERITAGE LAKE COMMON PROPERTIES

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

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

- a. between 1:00 a.m. and 5:00 a.m. on Saturday or Sunday;
- b. after 11:00 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday; or
- c. before 5:00 a.m. on Monday, Tuesday, Wednesday, Thursday, or Friday.

This curfew does not apply to a child who is:

- a. accompanied by his/her parent, guardian, or legal custodian;
- b. accompanied by an adult specified in writing, by his/her parent, guardian, or custodian (This document will require a follow-up call by the authorized security agent to the child's parent, guardian, or custodian whom has given this written permission for verification.); or
- c. participating in, going to, or returning from:
 - (1) lawful employment;
 - (2) a school sanctioned activity;
 - (3) a POA sponsored activity;
 - (4) a religious event.

The authorized security agent shall enforce this curfew in the following manner:

- a. First Offense. If a child resides at Heritage lake, or if the child is an authorized non resident (guest) the child's parents shall be notified (if

possible) to pick up said child at the place of the offense. Security shall request the name and telephone number of the child's custodian at the time of the offense.

b. Second Offense. The authorized security agent shall notify the POA office of this infraction and the following penalty shall be invoked:

(1) Suspension of all POA privileges for a period of 30 days for that child in offense in writing.

c. Third and Subsequent offense (s). The authorized security agent shall take action in regard to charging the child under county legal direction to deal with the habitual offender. Charges may include misdemeanor charges and/or child in need of services filing with the appropriate county offices.

d. If a child is caught on common property while a POA suspension is in effect, the offender will be given an additional 60 days of suspension to be attached to the 30 days in effect. The child will also be charged with trespassing for legal action.

PRIVATE PROPERTY

Pets and Companion Animals

No animals, livestock or poultry of any kind, including exotic or wild animals, can be raised, bred, or kept on any lot, except that dogs, cats or other customary household pets may be kept on a lot, so long as the pet (s) is not kept or bred on the lot for any commercial purpose and does not create a nuisance, which includes foul odor, barking, howling, crying or other noise, to any other lot or resident in Heritage Lake. Also, an owner may not keep a dangerous animal on any lot. Under the law, a "dangerous animal" is one that has bitten or attacked a person or pet, or when unprovoked, has chased or approached another person or pet in a menacing fashion or an apparent attitude of attack.

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

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

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

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

then the owner of the animal will be sent a warning letter notifying the owner that he must correct the situation involving his animal or risk the pet's removal from the neighborhood.

If the owner fails to comply with the request, then the owner of the animal will be notified in writing to remove from Heritage Lake within fifteen (15) days of the letter.

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

Exterior Home and Lot Maintenance

It is the responsibility of each owner to prevent any unclean, unhealthy, unsightly, or unkempt condition on his improved lot. Each owner must perform proper maintenance on his improved lot to insure his home maintains a reasonable appearance and to avoid his lot or improvements from becoming unsightly when compared to the general appearance of other homes and improvements in the neighborhood. The term "proper maintenance" includes, but is not limited to, things such as painting, wood repair, masonry repair, garage door repair, siding repair, roofing repair, window and porch screens and window repair, and fence painting or repair. The term also included the following items:

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

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

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

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

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

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

vii) Board Discretion. For purposes of this section, the Property Manager has the right to determine whether the condition or appearance of a lot or home reasonable creates an "unsightly or unkempt" condition or appearance when compared to the condition or appearance of the other lots and homes in Heritage lake subdivision as a whole.

Parking

No snowmobiles, all-terrain vehicles (ATV's), go-karts, dune buggies, mini-bikes, motorcycles, mini-motorcycles, pocket bikes, motorized dirt bikes, or other loud engine motorized recreational vehicles, whether registered or not, may be run or operated on any Common Area or walking path within the Heritage Lake community. Unlicensed and/or recreational vehicles may be operated on public roads within Heritage Lake only if they meet all requirements of both local and state law regarding these types of vehicles. All golf carts, ATV's, mopeds, snowmobiles or any other motorized vehicles must be insured with liability insurance to operate on any common property.

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

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

valid license plate on it as required by law.

The Board has the right, but not the obligation, to remove or tow from any street (public or private), Common Area, or lot within Heritage Lake, at the owner's expense, any vehicle that violates the Declaration or this rule. The Board may create procedures to be used for the enforcement of this rule, including towing. If an owner's vehicle is towed for violating the Declaration or this rule, the Association, and any person or agent acting on behalf of the Association, cannot be held liable for any damage, loss or expense suffered by the owner as a result of a vehicle being towed. The owner of the vehicle will be solely responsible for any towing, processing, storage and other fees resulting from the vehicle being towed. If the Association suffers any damages, legal fees, costs or expenses from towing any vehicle, then the owner of the vehicle (or the owner of the lot which the guest was visiting) will be responsible for fully reimbursing the Association all of its damages, legal fees, costs and expenses resulting from the action, so long as the actions of the Association were taken in good faith and to prevent or stop parking violations of the Declaration or this rule.

Nuisances

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

Covenant and Rules Enforcement

1. Enforcement Remedies.

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

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

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

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

2. **Complaints.**

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

3. **Enforcement Procedures.**

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

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

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

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

4. Consideration of Legal Remedies

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

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

5. Self-Help.

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

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

7. Suspension of Privileges.

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

8. Violation Notices.

All letters and notices regarding a violation of the Declaration or the rules and regulations will be sent to an owner via First Class U.S. Mail, postage pre-paid. **Notices or letters are not required to be sent by certified mail.**

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

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

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

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

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

Heritage Lake now has only 1 (one) phone number to call 765-386-7447. Once you call you will have these options:

1. Announcements—Community Events
2. Hours of Operations—POA, Marina, Pool
3. POA Office—April, Debra and Ken
4. Marina—Currently seasonal
5. Pool—Seasonal

The telephone has been streamlined to assist you with the most popular questions at a touch of a button. We are always here to assist you but in the event your call is after hours you may still reach us and leave a message.

| | |
|---------------------------------------|--------------|
| HLPOA Office (Option 3) | 765-386-7447 |
| Marina (dial 765-386-7447 and select) | Option 4 |
| Pool (dial 765-386-7447 and select) | Option 5 |
| Campground | 812-264-8531 |

www.heritagelakepoa.com

Enjoy Heritage Lake and all of the facilities with a paid membership.

Clubhouse Complex

Pool
Basketball Court
Tennis Court
Pickle Ball
Shelters
Pond
Building Rentals
Beach
Courtesy Dock
Restrooms

Marina

Beach
Playgrounds
Picnic Area—Grills
Shelters
Fishing
Slips
Tie Ups
Courtesy Dock
Restrooms
Marina/Restaurant

Lincoln Park

Beach
Shelters
Fishing
Tie Ups
Courtesy Dock
Playground
Restrooms
Pollinator Garden



Heritage Lake POA
1000 Clubhouse
Coatesville, IN 46121

765-386-7447
Option 3

765-386-2699 fax

Marina 765-386-7447
Option 4

Pool
Option 5

GENERAL RULES
February 2021