



**HEMLOCK LAKE PROPERTY OWNERS' ASSOCIATION  
RULES AND REGULATIONS**



**Revised, Amended, and Effective:**

**January 1, 2026**

## **Table of Contents**

ASSOCIATION INFORMATION .....	2
AUTHORITY AND APPLICABILITY .....	3
DEFINITIONS .....	3
1. MEMBERSHIP RESPONSIBILITIES AND PRIVILEGES.....	4
2. GUESTS OF PROPERTY OWNERS .....	5
3. GENERAL REGULATIONS.....	5
4. COMMUNITY AND PROPERTY APPEARANCE.....	7
5. BEACH, BOATING, BATHING AND DOCKS.....	9
6. BAN ON LAWN FERTILIZER CONTAINING PHOSPHORUS.....	11
7. HEMLOCK LAKE ROADS .....	11
8. USE OF RECREATION AREAS, LAKE, BEACH, PAVILION AND EQUIPMENT .....	12
9. PAVILION RENTAL .....	13
10. PROPERTY RENTAL .....	13
11. SALE OF PROPERTY .....	14
12. PET CONTROL .....	15
13. FIREWORKS .....	15
14. SIGNAGE .....	16
15. HUNTING AND ARMAMENTS .....	17
16. YARD SALE REGULATIONS .....	17
17. ENFORCEMENT.....	18
18. MISCELLANEOUS .....	19

## **ASSOCIATION INFORMATION**

Hemlock Lake Property Owners' Association (HLPOA)

PO Box 305, Gilbert, PA 18331

Website: [www.hemlake.org](http://www.hemlake.org)

Facebook: Hemlock Lake ([www.facebook.com/groups/hemlocklake](http://www.facebook.com/groups/hemlocklake))

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

Emergency-Fire & Ambulance: 9-1-1

## **AUTHORITY AND APPLICABILITY**

- These Rules and Regulations are effective as of January 1, 2026, and are adopted by the Hemlock Lake Property Owners' Association (HLPOA) pursuant to the authority granted in the HLPOA Bylaws. They are to supplement the Bylaws.
- These Rules and Regulations are subject to change at any time at the discretion of the Board of Directors, in accordance with the Bylaws.
- Fees, fines, penalties, schedules, and enforcement procedures described herein are subject to change at the discretion of the Board of Directors. Failure to receive notice of any amendment shall not excuse noncompliance.
- All members, tenants, and guests are required to comply with the Declaration, Bylaws, and these Rules and Regulations, as amended.

## **DEFINITIONS**

- **Hemlock Lake Property Owners' Association (HLPOA):** A Pennsylvania not-for-profit corporation established for the ownership, management, maintenance, protection, and improvement of the community and its common property.
- **Member** - Any person or entity listed as an owner on the recorded deed of a property within HLPOA. Co-owners are considered joint members. Members have full rights and responsibilities under the Bylaws and Rules, including voting rights (if applicable), the right to use common areas, and the obligation to pay assessments and comply with all governing documents.
  - A member in **good standing** is defined as a property owner with all dues, assessments, late charges, fines, and other account costs paid.
  - A member **not in good standing** is defined as a property owner with dues, assessments, or fines in arrears.
- **Tenant:** Any person who occupies a Member's property under any lease, rental agreement, or arrangement—written or verbal—regardless of duration or compensation.  
This includes:
  - Long-term renters
  - Occupants
  - Family members living in the home as part of a rental arrangement
  - Anyone allowed to reside on the property in place of the member

Tenants do **not** gain membership rights, but they must comply with all HLPOA Rules & Regulations, and the Member is fully responsible for their conduct.

- **Guest (or Visitor):** An individual who enters the community at the invitation of a Member or Tenant but does not reside in the community. Guests may use common areas only when accompanied by the Member or Tenant.

Guests/visitors include:

- Friends
- Extended family members visiting temporarily
- Anyone invited for recreation, events, or short stays
- Service providers, if they remain on the property for work purposes

Members are fully responsible for the actions of their guests and visitors.

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

- a. Rules Applicability and Updates
  - i. Members are responsible for maintaining awareness of and complying with the most current version of the Association's Rules and Regulations. The Board of Directors shall provide notice of amendments or updates to the Rules and Regulations through reasonable means of communication.
  - ii. These Rules and Regulations, as amended from time to time, shall be binding upon all Members of the Hemlock Lake Property Owners' Association, as well as their tenants, guests, visitors, heirs, executors, administrators, successors, and assigns.
- b. All Members of the HLPOA, their family, guests, visitors, and tenants have the privilege to use the lake and property owned by the HLPOA in accordance with the Declaration, Bylaws, and these Rules and Regulations.
- c. The members of the HLPOA will hold at least three General meetings a year, preferably on Saturdays nearest to Memorial Day, 4th of July, and Labor Day weekends, at the pavilion, unless otherwise noted.
- d. Letters are mailed and posted on the website by February of each year to provide information on the annual assessments, budget, meeting dates, and other necessary information.
- e. Annual assessments must be paid by September 1 of each year. Any annual assessment not paid in full by September 1 shall be subject to a one-time late penalty of \$50.00, plus a monthly late fee of \$10.00 per property for each month or portion thereof until paid in full. Late fees and penalties are subject to change by the Board of Directors, with advance notice provided to the membership.
- f. Special assessments, when approved in accordance with the Bylaws, shall be due on the date specified in the notice to members. Any special assessment not

paid in full by the stated due date shall be subject to the same late fees, penalties, and collection procedures as annual assessments, unless otherwise specified by the Board of Directors.

- g. Members who owe more than one year's worth of assessments, whether annual or special, may be subject to a civil complaint filed at the local Magisterial District Court. Members shall also be responsible for all court costs and attorneys' fees incurred in the collection of amounts owed.
- h. The Board of Directors has the authority under Article IX of the Bylaws to fine members who do not comply with these rules and regulations. Fines not paid may be collected by filing a Civil Complaint against the owner.

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

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

## **3. GENERAL REGULATIONS**

- a. Members are expected to maintain their property, grass, trees, and/or structures in an attractive state. Members in violation of this provision will be notified and given thirty (30) days to correct the problem.
- b. No commercial vehicle or trailer (20,000 lbs. gross weight or greater) may be kept or stored within the confines of the community.
- c. Members, whether they permanently or seasonally reside in the community, shall be responsible for the removal of their trash from the community and must arrange for trash collection by themselves or a service provider.
- d. No person(s) shall burn any trash/substances on any property or HLPOA recreational/common areas, except for cooking and recreational fires confined to a fire ring, fireplace, charcoal or gas grill, or other similar fireproof container. Burn barrels are prohibited.
- e. Building and remodeling permits are required by Polk Township. The community is zoned R-2, and all members must abide by all zoning regulations imposed by

the Township. These can be found on the Polk Township website:  
[www.polktwp.org](http://www.polktwp.org).

- f. Snow removed from owners' driveways is not to be placed on community roads.
- g. There shall be no excessive noise (dogs, music, etc.). This will be considered a nuisance.
- h. Trespassing on another Member's property is prohibited unless prior permission has been granted by the property owner.
- i. No littering in the community. Any infractions to this rule will be subject to a fine.
- j. Pennsylvania Law requires children 12 years old and under to wear a helmet while riding their bikes.
- k. No person shall operate drones or unmanned aerial vehicles (UAVs) in a manner that violates FAA regulations, disturbs other residents, or endangers safety.
- l. No structure of any temporary character, trailer, basement, tent, shack, shed, garage, barn, camper, trailer, RV, or other buildings shall be used or stored on any lot at any time and used as a residence, either temporarily or permanently. Under special circumstances, and if approved by HLPOA Board of Directors, one such structure can be used only during a time of construction and for no more than 1 year. Members must notify HLPOA when such vehicle/structure is placed on property to be used as a temporary residence.
- m. No more than one personal RV (Recreational Vehicle) can be stored or parked on a member's property.
- n. Property abutting community roads shall be kept clear of trees, branches, brush, or landscaping at least seven feet from the paved road edge to allow for Emergency vehicles to get through and for road plowing.
- o. Properties adjacent to Hemlock Lake community boundaries are off-limits to all sport vehicles, bicycles, and pedestrians. HLPOA and the HLPOA Board of Directors assume no liability or responsibility for injuries, damages, or violations arising from noncompliance with this rule.
- p. Drunk and /or disorderly conduct is a community violation.
  - i. Drunk and Disorderly Conduct: A person is guilty of disorderly conduct if, with intent to cause public inconvenience, annoyance or alarm, or recklessly creating a risk thereof, he: engages in fighting or threatening, or in violent or tumultuous behavior; makes unreasonable noise; uses obscene language, or makes an obscene gesture, or creates a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor, disrupts a meeting or gathering and or disturbs or interrupts said meeting or commits any act which disrupts the normal business of the community to include solicitation of sorts.

- ii. Criminal mischief and vandalism are community violations. Criminal mischief occurs when a person intentionally, recklessly, or negligently damages tangible property belonging to another. Any person who vandalizes, defaces, or otherwise damages personal property or common property within the community will be subject to enforcement action and may be prosecuted to the fullest extent permitted under Pennsylvania law.
- iii. Reckless endangerment is a community violation. Reckless endangerment occurs when a person engages in conduct that creates a substantial risk of serious physical harm or a life-threatening condition to another person. Such conduct is subject to enforcement action and may be referred to law enforcement as permitted by law.

q. Any violation resulting in damage to community property shall require full restitution, regardless of any fine imposed. Any affected person retains the right to report the offender to law enforcement.

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

- a. Each Member is responsible for properly maintaining their property(ies) and any structures located thereon. No property or structure shall be left in a state of neglect or used for storage in a manner that is unsightly, unsafe, or hazardous. The conditions listed in this section are provided as examples only and do not constitute an exhaustive list of violations. All potential violations will be evaluated on a case-by-case basis. Members will be notified in writing of any violation and given thirty (30) days to correct the condition, unless the condition presents an immediate safety hazard.
  - i. Hazardous/Storage/Unsightly
    - 1. Structures with missing or damaged components.
    - 2. Driveway entries, mailboxes, fences, and play structures with damaged components.
    - 3. Property with or without a house: Storage and/or parking of inoperable, unlicensed, or unregistered vehicles; machinery shall be in an enclosed structure or removed.
    - 4. Any vehicle, boat, or trailer that is damaged or in a state of neglect (unsecured or torn tarps, missing parts, surrounding vegetation overgrown higher than seven (7) inches, etc.) shall be repaired/maintained.

5. Tires, parts, and accessories for vehicles shall be stored in a structure.
6. Building materials, ungraded fill, and/or construction debris are prohibited unless they are being used for an approved project and are removed at the completion of the project.
7. Indoor appliances used or stored outdoors are prohibited, unless in an approved outdoor living area, e.g., outdoor kitchen.
8. Accumulation or outdoor storage of miscellaneous items, equipment, materials, or personal property in a manner that is unsightly, hazardous, or inconsistent with the residential character of the community is prohibited. Items not intended for regular outdoor use shall be stored within an enclosed structure.

b. **Lawn and Landscaping**

- i. All properties shall be maintained so that grass and vegetation do not exceed seven (7) inches in height. This requirement shall not apply to any portion of a property where it is physically impractical to trim or cut vegetation due to excessive soil moisture.  
To qualify for an exemption based on excess moisture, the property owner must submit a request to the Board of Directors. The Board will review the area and determine whether the exemption is warranted based on the inability to safely or reasonably maintain the vegetation.
- ii. Grass, shrubs, bushes, and vegetation surrounding buildings, walkways, trees, and driveways shall be regularly trimmed and maintained. Vegetation shall not obstruct visibility for drivers at intersections, roadways, or driveways under any circumstances.
- iii. Dead or hazardous trees and limbs, whether standing or fallen, as well as piles of brush and plant clippings, shall be promptly removed from the property(ies)
- iv. Piles of mulch, topsoil, gravel, stones, or bagged landscaping materials shall not remain on a property(ies) for more than thirty (30) days, unless actively being used for an approved project.

c. **Right of Entry for Maintenance Violations**

- i. If a member fails to correct a property maintenance violation after written notice and the opportunity to cure as outlined in these Rules and Regulations, the Association may, after providing reasonable notice, enter the property solely for the purpose of correcting the violation.
- ii. Any costs incurred by the Association for such corrective action, including contractor fees and administrative expenses, shall be assessed

to the member and shall be collectible in the same manner as assessments.

- iii. The Association, its officers, directors, agents, and contractors shall not be liable for any damage except as caused by gross negligence or willful misconduct while performing such corrective action.

- d. Emergency Access
  - i. In the event of an emergency or an imminent threat to persons, property, or Association facilities, the Association may enter a member's property without prior notice for the limited purpose of addressing the emergency. Reasonable efforts will be made to notify the owner as soon as practicable following such entry.
  - ii. The Association, its officers, directors, agents, and contractors shall not be liable for damage except as caused by gross negligence or willful misconduct while responding to an emergency.
- e. Installation of solar panels, wind turbines, or other renewable energy systems must be reviewed and approved for safety and aesthetics.

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

- a. All members and/or guests or tenants shall be required to observe all laws set forth by the Pennsylvania Fish and Boat Commission ([www.fishandboat.com](http://www.fishandboat.com)) regarding fishing and boating, and must also comply with all guidelines and regulations of HLPOA.
- b. Members are responsible for all conduct of their guests/visitors and tenants.
- c. Children twelve (12) years of age or younger must be accompanied and continuously supervised by a responsible adult while at the beach, lake, or in or near the water. The supervising adult must be a parent, family member, or legal guardian. Other community members present in common areas shall not be considered responsible for supervising a Member's or guest's child.
- d. Littering, vandalism, loud and abusive language, and disorderly conduct are prohibited at all times.
- e. Boating: Any person operating a personal watercraft, including rowboat, canoe, kayak, paddle boat, paddle board, etc., must wear a PFD (Personal Flotation Device) approved by the PA Fish and Boat Commission.
- f. No more than four (4) persons are permitted on any personal watercraft at one time. All occupants must wear a properly fitted personal flotation device (PFD) at all times.

- g. Boats and personal watercraft shall not be placed on the dam. Members are limited to mooring no more than two (2) boats or personal watercraft in the lake. All boats and personal watercraft must be properly registered and insured in accordance with applicable law.
- h. Gas-powered watercraft of any type, including hybrid or conversion motors, are prohibited.
- i. Electric trolling motors are permitted, and operators must be over 16 years of age.
- j. All boats and watercrafts must be removed from the lake by November 15th of each year.
- k. No new docks or steps shall be constructed anywhere on Hemlock Lake. Existing docks and steps, whether located on the dam side or along the lake edges, must be properly maintained at all times by the responsible Member.
- l. Broken, unsafe, or dilapidated docks, steps, dock components, boats, or personal watercraft shall not be stored on or near the lake. If the Board of Directors determines that a dock or related structure is unsafe or hazardous, the Member will be notified in writing and required to remove the dock or structure at the Member's expense within thirty (30) days of notification. Members requiring assistance with removal or disposal may contact the Board of Directors for guidance. Members who maintain docks or steps to docks are required to carry appropriate insurance coverage for those structures. The Hemlock Lake Property Owners' Association (HLPOA) assumes no liability for accidents, slips, falls, personal injuries, or property damage, including damage to boats or personal watercraft, occurring on or in connection with any dock or step. Owners shall indemnify and hold the Association harmless from any and all claims, damages, losses, or liabilities arising from the ownership, use, or condition of docks or steps.
- m. Do not feed the ducks and geese.
- n. Swimming, Bathing, and Flotation Devices
  - i. The Association does not permit licensed swimming in Hemlock Lake. The Association has determined that it is unable to meet the requirements of the Pennsylvania Department of Environmental Protection for a permitted swimming facility, including but not limited to lifeguard staffing, facility requirements, and insurance coverage.
  - ii. Limited bathing or wading in the lake is permitted at the individual's own risk. No lifeguards are on duty, and the Association provides no supervision, safety monitoring, or rescue services of any kind.

- iii. All children twelve (12) years of age and under are required to wear a properly fitted, U.S. Coast Guard–approved personal flotation device (PFD) at all times while in or near the water, including the shoreline, beach area, docks, and watercraft.
- iv. All persons entering the water do so voluntarily and assume all risks associated with water activities, including injury or death. The Association, its Board of Directors, and its Members assume no liability for accidents, injuries, or damages arising from bathing, wading, or other water contact.
- v. Children twelve (12) years of age and under must be continuously supervised by a parent, family member, or legal guardian at all times while in or near the water.
- o. No boating or bathing is permitted after dusk.

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

- a. Regulating the amount of nutrients and contaminants, specifically phosphorus contained in lawn fertilizer, entering the lake will improve and maintain lake and ground water quality.
- b. No person shall apply any lawn fertilizer within Hemlock Lake that is labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate.
- c. No person shall apply lawn fertilizer containing phosphorus to any impervious surface including parking lots, roadways and sidewalks. If such application occurs, the fertilizer must be immediately contained and either legally applied to the turf or placed in an appropriate container.

## **7. HEMLOCK LAKE ROADS**

- a. Use of Association roads is at the individual's own risk. The Association assumes no responsibility or liability for accidents, injuries, or property damage occurring on Association roads.
- b. The speed limit on all roads within the Hemlock Lake community is fifteen (15) miles per hour. All posted speed limits must be strictly observed.
- c. Except as otherwise provided herein, all Pennsylvania laws and regulations governing the operation of motor vehicles apply within the Hemlock Lake community. This includes, but is not limited to, automobiles, all-terrain vehicles (ATVs), golf carts, motorbikes, scooters, and similar vehicles.

- d. Parking on roadways within the community is prohibited at all times. Parking on the dam is strictly prohibited.
- e. Sport vehicles are defined as all-terrain vehicles (ATVs) and golf carts. All applicable Commonwealth of Pennsylvania Department of Conservation and Natural Resources (DCNR) regulations apply. Operators of sport vehicles, except golf carts, must wear properly fitted, regulation-approved helmets at all times.
- f. All vehicles operated within the community must be maintained in safe operating condition, including functional brakes, lighting, and proper muffler systems to control excessive noise. Vehicles operated after dark must be equipped with functioning headlights and taillights
- g. Sport vehicles may operate only on Association roads and designated travel ways and must share the roadway with vehicular traffic. All applicable provisions of the Pennsylvania Motor Vehicle Code shall remain in full force and effect.
- h. Members are fully responsible for the actions of their family members, tenants, guests, and any other persons operating vehicles on their behalf. Members shall indemnify and hold harmless the Hemlock Lake Property Owners' Association, its Board of Directors, and its Members from any liability arising from the use or operation of any vehicle within the community.
- i. All motor vehicles operated within the community must be properly titled and registered, display a current license plate, and, where required by law, bear a valid inspection sticker. Operators must possess a valid driver's license and have proof of current insurance available while operating a vehicle.
- j. Abandoned vehicles (defined as inoperable, unregistered, or unmoved for 30 days) may be subject to removal at the owner's expense.

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

- a. Association recreation areas and facilities are intended solely for the enjoyment and use of Association Members, their families, and invited guests, in accordance with all governing documents and posted rules.
- b. The use of Association recreation areas or facilities for personal business, commercial activity, or monetary gain is prohibited, except for fundraising activities expressly authorized by the Association.
- c. All Association-owned recreation equipment and games must be used responsibly and returned in good condition after use. Members are responsible for any damage, loss, or misuse of equipment by themselves, their family members, tenants, or guests.
- d. Glass containers are prohibited on the beach at all times.

- e. Children under twelve (12) years of age are not permitted on the beach unless continuously supervised by a parent, family member, or legal guardian.
- f. Pets are not permitted on the beach.
- g. Gathering at the pavilion shall cease at midnight.

## **9. PAVILION RENTAL**

- a. The pavilion and its facilities are available for rental by Members in good standing for a fee of two hundred dollars (\$200.00) per use.
- b. The pavilion may be rented only during times when it is not scheduled for Association-sponsored or community events.
- c. Requests for pavilion rental must be submitted at least thirty (30) days prior to the event. Full payment must be made at the time of reservation. Reservations are not guaranteed until full payment and a signed pavilion rental agreement are received by the Association.
- d. Pavilion use is limited to a maximum of seventy-five (75) attendees.
- e. Liability and Insurance: The Member renting the pavilion must sign the Pavilion Rental Agreement, an acknowledgment of liability, and provide a copy of a current homeowners' insurance declaration page or certificate of insurance to the Association prior to the event. The Member renter is fully responsible for the conduct and behavior of all guests.
- f. The Association reserves the right to cancel a reservation if payment or required documentation is not received by the specified deadline.
- g. Cleanup Responsibility:
  - i. The Member renter is responsible for removing all trash and debris generated by the event from the premises by the conclusion of the event and leaving the pavilion in clean condition.
  - ii. Any costs incurred by the Association for cleaning, repairs, or replacement of damaged property resulting from the event shall be the responsibility of the Member renter and shall be reimbursed to the Association upon demand.

## **10. PROPERTY RENTAL**

- a. Short-term rentals (defined as rentals of less than 30 consecutive days) are prohibited within Hemlock Lake. Violations are subject to immediate fines and possible legal action.

- b. The Board of Directors has adopted the following rental requirements to protect the interests of all Members, preserve property values, and maintain the safety and tranquility of the community.
  - i. Members who rent their property(ies) must provide the Association with proof of homeowners insurance confirming that the property is insured as a rental.
  - ii. Members are solely responsible for the screening and selection of all tenants.
  - iii. Members must provide tenants with a copy of the Association's Rules and Regulations and incorporate compliance with those rules into any lease or rental agreement.
  - iv. Members are fully responsible for the conduct of their tenants within the community and may be cited for any violations committed by tenants. Members will be notified in writing of any infraction attributable to a tenant.
  - v. All rental property(ies) must be maintained by the Member in full compliance with all Association governing documents and rules.
  - vi. All rental properties must be registered annually with HLPOA, including emergency contact details of owner or property manager.

## **11. SALE OF PROPERTY**

- a. The Board of Directors shall be notified when a property is offered for sale.
- b. Any sale or transfer of property requires the issuance of a resale certificate. The fee for the resale certificate is two hundred fifty dollars (\$250.00), payable to the Hemlock Lake Property Owners' Association.
- c. The seller and/or real estate agent shall ensure that the buyer receives copies of the Declaration, Bylaws, and Rules and Regulations, and that all outstanding assessments, fees, fines, and charges are paid in full prior to settlement.
- d. In the event of a private sale, gift, inheritance, or other transfer of property, the same two hundred fifty dollars (\$250.00) fee shall be due to the Association as a membership transfer or "buy-in" fee. This fee ensures that the new Member has received the Association's governing documents and understands their rights and responsibilities as a Member.

## **12. PET CONTROL**

- a. Pets must be confined to the Member's property(ies) unless properly restrained by a leash or other lawful means. Members are responsible for ensuring their pets do not roam freely within the community.
- b. All applicable deed restrictions, Association rules, and state and local laws, ordinances, and regulations relating to animals must be observed. Livestock and poultry are prohibited from being kept on any property within the community.
- c. Members must promptly clean up after their pets and properly dispose of pet waste in an appropriate manner.
- d. Members experiencing issues with another Member's, tenant's, or guest's pet may contact the Monroe County Dog Warden at 570-350-0804, in addition to notifying the Association.
- e. Dangerous or Vicious Animals: No Member, tenant, or guest may keep or harbor any animal that exhibits aggressive, dangerous, or vicious behavior within the community. An animal may be deemed dangerous or vicious if it:
  - i. Has attacked, bitten, or attempted to bite a person or another animal without provocation;
  - ii. Displays aggressive behavior that poses a reasonable threat to the health or safety of persons or property; or
  - iii. Has been declared dangerous or vicious by a governmental authority.
  - iv. Upon determination by the Board of Directors that an animal poses a threat to the community, the Member shall be required to take immediate corrective action, which may include removal of the animal from the community. Failure to comply may result in fines, suspension of privileges, and referral to local animal control or law enforcement.
- f. The Association assumes no responsibility or liability for injuries or damages caused by animals within the community. Owners shall be fully responsible for the actions and conduct of their animals.
- g. Feeding of feral cats, ducks, geese, deer, bears, or other wildlife is strictly prohibited to protect public health and safety.

## **13. FIREWORKS**

- a. Fireworks are permitted only on the Fourth of July holiday weekend and must be used in compliance with all applicable Pennsylvania state laws, guidelines, and safety restrictions. Fireworks use outside of this period is prohibited.
- b. Fireworks shall not be discharged:

- i. From roadways, the dam, or Association common areas unless specifically permitted
- ii. In a manner that endangers persons, property, or wildlife
- iii. Near vehicles, buildings, docks, or wooded areas
- iv. While under the influence of alcohol or controlled substances

- c. Minors may not handle or ignite fireworks. Adult supervision is required at all times.
- d. Cleanup and Damage: Members are responsible for the prompt cleanup and removal of all fireworks debris, residue, and litter from their property(ies) and any affected common areas immediately following use.
- e. Any damage to Association property or another Member's property resulting from fireworks shall require full restitution, regardless of any fine imposed.
- f. Liability: The Association assumes no responsibility or liability for injuries, damages, or losses arising from the use of fireworks. Members assume all responsibility for fireworks used by themselves, their family members, tenants, or guests.

## **14. SIGNAGE**

- a. No signs, flags, banners, posters, or similar displays of any kind may be placed on Association-owned property, including common areas, roadways, the dam, or recreational facilities.
- b. No signs, displays, objects, vehicles, trailers, or other items may be placed, parked, or positioned on Association property or on any property, in a manner visible from Association property or roadways, for the primary purpose of advertising, promotion, or solicitation of any business, service, product, or activity.
- c. Political / Election Signs: Any sign, flag, banner, poster, placard, or display intended to support or oppose a political candidate, political party, public officeholder, ballot measure, referendum, or political issue that appears on an official federal, state, or local ballot. Political signs include, but are not limited to, displays containing candidate names, slogans, logos, or symbols associated with a political campaign or ballot issue. Members may display political or election signs on their own property(ies), subject to the following restrictions:
  - i. Signs may only support candidates or ballot items appearing on an official Monroe County, Pennsylvania ballot.
  - ii. Signs may be displayed no more than thirty (30) days prior to an election.
  - iii. Only one (1) sign per candidate or ballot item is permitted per property.

- iv. All political signs, flags, banners, and related displays must be removed within one (1) day following a primary or general election, or sooner if required by Township ordinance.
- d. Real Estate Signs: Members may display real estate signs subject to the following:
  - i. One (1) "For Sale" sign may be displayed on road frontage and one (1) on lake frontage, for a maximum of two (2) signs per property.
  - ii. Signs must be store-bought or professionally manufactured; handmade signs are not permitted.
  - iii. All "For Sale" signs must be removed within one (1) day following settlement of the property.
  - iv. Open House Signs: An "Open House" sign is permitted only on the property being offered for sale and may be displayed no more than five (5) days prior to the scheduled Open House. The sign must be removed immediately following the conclusion of the Open House.
- e. All permitted signs, flags, and banners must be maintained in good condition and may not create a safety hazard, obstruct visibility, or interfere with traffic or common area use. The Association reserves the right to require removal of any display that violates these standards.

## **15. HUNTING AND ARMAMENTS**

- a. Hunting is strictly prohibited within the Hemlock Lake community.
- b. The discharge, use, or firing of any firearm or weapon is prohibited anywhere within the boundaries of the community. This prohibition includes, but is not limited to, firearms, shotguns, rifles, pistols, BB guns, air rifles, paintball guns, slingshots, compound bows, traditional bows, crossbows, and arrows. This prohibition does not apply to the use of bird deterrent devices, including bird bangers, when used for wildlife control purposes and when authorized by the Board of Directors or its designated agents, contractors, or vendors.
- c. Failure to comply with this section may result in a fine and referral to law enforcement, as appropriate.

## **16. YARD SALE REGULATIONS**

- a. Members may conduct yard sales on their property(ies) subject to the following conditions.

- i. Signage: Notices or signs advertising a yard sale may be posted no more than fourteen (14) days prior to the event and must be removed no later than the day following the conclusion of the sale.
- ii. Parking for yard sales must not obstruct roadways.
- iii. Responsibility for Damage: Any damage to Association property, including roads, common areas, or facilities, resulting from a yard sale shall be the sole responsibility of the Member conducting the sale and must be repaired or reimbursed at the Member's expense.

## **17. ENFORCEMENT**

- a. All Rules and Regulations set forth herein shall be enforced by the Board of Directors of the Hemlock Lake Property Owners' Association (HLPOA) or its duly authorized designees. The Board's enforcement authority includes, but is not limited to, the imposition of fines following notice and an opportunity to be heard.
- b. Fines that are imposed and remain unpaid for thirty (30) days shall constitute a charge due and owing to the Association and may be collected through legal action as permitted by law.
- c. Notice of Violation: The Member shall receive written notice of any alleged violation by postal mail. The notice shall include:
  - i. A description of the nature of the alleged violation
  - ii. The date, time, and location of the violation
  - iii. The amount of the proposed fine, if applicable
- d. Hearing Procedure (if requested)
  - i. The Member shall have ten (10) business days from the date of the violation notice to submit a written request for a hearing to contest the alleged violation.
  - ii. Scheduling: If a timely hearing request is received, the Board shall schedule a hearing within a reasonable time and provide written notice of the date, time, and location of the hearing.
  - iii. Conduct of Hearing: The hearing shall be conducted by the Board of Directors or a duly appointed committee. The Association may present evidence and witnesses in support of the alleged violation.
  - iv. Member Response: The Member shall be afforded a reasonable opportunity to present evidence, testimony, and witnesses, and may be represented by legal counsel at the Member's expense.

- v. Decision: Written notice of the Board's decision shall be provided to the Member within ten (10) business days following the hearing.
- vi. If the Member does not submit a written request for a hearing within the specified timeframe, the alleged violation shall be deemed uncontested, and the proposed fine may be imposed without further notice.

e. Imposition and Collection of Fines

- i. If the Board determines that a violation exists, whether after a hearing or due to the Member's failure to request a hearing, a fine shall be imposed.
- ii. Any fine not paid within ten (10) business days following written notice of the final decision shall be subject to collection. The Association may exercise all rights available under applicable law to collect unpaid fines, including but not limited to filing a claim with the appropriate Magisterial District Court and enforcing liens pursuant to the Pennsylvania Uniform Planned Community Act.

## **18. MISCELLANEOUS**

a. Severability

If any provision of these Rules and Regulations is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

b. No Waiver

Failure of the Association to enforce any provision of these Rules and Regulations at any time shall not be deemed a waiver of the right to enforce such provision in the future.

c. Interpretation

The Board of Directors shall have the authority to interpret and apply these Rules and Regulations in a manner consistent with the Association's governing documents and applicable law.

**Adopted by the Board of Directors**

**Revised, Amended, and Effective: January 1, 2026**