

RULES AND REGULATIONS OF ADAMS LAKE

WINDANCE PROPERTY OWNER'S ASSOCIATION

Adams Lake is owned by Windance Property Owner's Association and these Rules and Regulations apply to Adams Lake which would include all persons by existing agreements or otherwise using Adams Lake including but not limited to Lake Village Property Owners Association Members in good standing. The Rules and Regulations are as follows:

1. All watercraft used on Adams Lake shall have decals registered with Windance Property Owner's Association. The first two sets of decals will be free and each additional set will cost \$10.00 each. Any water craft without decals shall be warned on the first occurrence and fined \$50.00 thereafter and on continued violations the owner shall be prohibited from use of lake until fine is paid in full and decals are on the watercraft.
2. Only dues-paying members of the Windance Property Association (WPOA) and the Lake Village Property Owners Association (LVPOA) with no outstanding liens for failure to pay dues are allowed decals.
3. The use of the lake is limited to each homeowner and immediate family residing with the owner. Guests are any individuals who are not dues paying members of WPOA and LVPOA.
4. It is recommended that guests should be accompanied by the WPOA or LVPOA member whose dues are paid and in good standing (no liens) while fishing from a watercraft or on the property of the homeowner or using recreational watercraft paddling (not fishing) using a kayak, canoe, or stand up paddleboat (SUP). Only the homeowner's watercraft(s) or decal watercraft may be launched from the homeowner's property.
5. Restrictions on Adams Lake include no swimming, no gasoline engines, no trespassing, and no party barges. There shall be no boating or use of water craft during the hours of darkness, beginning after sunset and ending at sunrise each day. Cast nets, wade fishing and float devices are prohibited. Fishing of any kind on the Dam is strictly prohibited. Trespassing on the Dam is strictly prohibited.
6. All members of Lake Village Property Owners Associations who are dues-paying members of that Association who abide by the rules and regulations as set forth by Windance Property Owner's Association may use Adams Lake as long as the agreement between Lake Village Property Owner's Association and Windance Property Owner's Association remains in place and Lake Village Property Owner's Association pay the same percentage cost per household as paid by WPOA annually for the upkeep and expenses of Adams Lake.

7. There is currently only one authorized boat launch entrance for truck bed transported or trailered boats to Adams Lake on Lake Village side that being at the end of Ridgeland Court which is for use by WPOA and LVPOA members who are dues-paying members in good standing of their Association and comply with these Rules and Regulations. There shall be no watercraft launched from vacant lots without lot owner's permission.
8. Fishing from the bank is allowed only on property owner's property who have paid their POA dues and are in good standing without existing liens, and the property owner's guest can fish there with written permission from the property owner or with the property owner present.
9. On the Windance side, the property owner's rights extend to and beyond the lake water boundary and, therefore, this is private property and extends into the Lake, and no anchoring is allowed in these areas without the owner's permission on his own land, or on the extension of land into the water, and without the owner's presence and permission. This includes any piers extending into the Lake.
10. No one other than Lake Village lakefront property owners who have paid their LVPOA dues, and are members in good standing without existing liens for failure to pay their LVPOA dues, and have properly maintained all the land from their property line to the lake shoreline are permitted to fish from the bank of the Lake Village side of Adam's Lake. This convenience to LVPOA land owners does not in anyway relinquish the full property rights of WPOA to the land around the boundary of the lake on the LVPOA side of the lake.
11. No one operating a boat or watercraft on Adams Lake may do so without proper decal and without executing confirmation and agreement to abide by the Windance Property Owner's Association's Rules and Regulation of Adams Lake. It is specifically understood that any violation of said Rules and Regulations of Adams Lake by anyone having a decal shall result in the suspension of that person from fishing and boating on or near Adams Lake for a six month period of time. As second violation may remove all rights to Adams Lake for one year and any subsequent violation all rights to Adams Lake shall be removed forever. The authority to enforce the said Rules and Regulations of Adams Lake is the Board of Windance Property Owner's Association and their decision is final.
12. No one can obtain a decal for rights of fishing and boating on Adams Lake without executing a verification of their understanding and agreement to all Rules and Regulations of Adams Lake as herein set out, and the decal once assigned to a boat cannot be reused on any other boat. If dues are not paid by a decal owner, the ownership of the decal shall be null and void and a violation of these Rules and Regulations to use the decal and to fish or use the watercraft on Adams Lake.

13. The certification agreement that must be executed shall read as follows:

I, _____, do hereby acknowledge that I am a property owner or homeowner in one or more units of Windance Subdivision and/or Lake Village Subdivision and am in good standing having paid all dues and without any liens on existing against my property. I have read the Rules and Regulation of Adams Lake and understand the same and shall abide by those Rules and Regulations and understand as a condition precedent to my being given a decal for the right of fishing and boating on Adams Lake, I make this solemn oath that I shall abide by all Rules and Regulation of Adams Lake and if I violate those rules, that violation will result in suspension of my fishing and boating rights for six (6) months and on second violation for one (1) year and for any subsequent violations it may be forever. I acknowledge that these are the restrictions placed upon fishing and boating in Adams Lake and that I have this day received _____ decals with the number _____, and I understand that they must be applied on the bow (front) area of the boat, one on the starboard (right) side and on the port (left) side. I further understand and agree as a condition precedent to using Adam's lake in any fashion that I assume and my guest(s) assume, any and all risks and will hold harmless the Windance Property Owners Association from any and all liability for the use of the said lake in any fashion. I further assume any and all liability for my guest(s) and will indemnify and hold harmless the Windance Property Owners Association for any and all liability, if any, for any and all risks and any and all liability for acts or omissions of my guests.

AGREED AND SIGNED THIS THE _____ DAY OF _____, 20__.
