



## **Whippoorwill Grove Rules and Regulations (Updated January 2025)**

1. No Power Boats with gasoline motors shall be allowed in the Lakes, only boats powered by an electric motor.
2. No garbage, trash or other refuse shall be dumped in the lakes.
3. All members must be familiar with and abide by the Bylaws and Covenants of Whippoorwill Grove, Inc. (You can see these under the “Legal Documents” tab)
4. The lot owners along the Lakes have a servitude extending twelve (12 feet) into the Lake for their recreational use and for their docks, and no member not their families or guests shall interfere with this servitude.
5. No hunting is permitted on the Lakes.
6. No swimming is permitted in the Lakes.
7. No water or jet skiing is permitted in the Lakes.
8. You MUST have a valid fishing flag in order to fish in the Lakes. You can request a flag by emailing the Board at [wgi.board@gmail.com](mailto:wgi.board@gmail.com).
9. Any bass caught 14” – 21” must be returned into the Lake unharmed.
10. You may keep one (1) bass over 21” and up to ten (10) bass under 14”. You are asked to keep bass under 14” no matter how small as it helps to control the bass population and helps keep the food supply at a healthier level. You can also keep up to ten (10) bream.
11. UNPAID DUES, CHARGES, OR FINES:
  - a. When unpaid dues, charges or fines remain unpaid for a period of sixty (60) days, a late notice letter will be sent by WGI to the member.
  - b. \$20.00 per month late fee for all invoices later than ninety (90) days.
  - c. If any unpaid dues, charges, fees, or fines are not paid within 120 days, WGI may elect to file a lien for same against the property of the member. Any fees, costs or charges, including attorneys’ fees and court costs, incurred in filing the lien or collecting the past undue amount shall be charged to the member.



**12. LOTS WITH UN-CUT GRASS:**

- a. First offence of any violation of Section 10.1 of the Restrictive Covenants shall result in a reminder notice of the member's obligation to maintain their lot.
- b. If no action is taken by the owner to comply with the obligations to maintain the lot within thirty (30) days of the first notice, WGI will hire the maintenance required to be done and charge the lot owner with the actual cost of the maintenance together with a \$50.00 handling fee payable to WGI.

**13. ADDITIONS OR MODIFICATION TO EXTERIOR OF HOME OR CUTTING DOWN TREES WITHOUT APPROVAL OF ARCHITECTURAL COMMITTEE:**

- a. First offence of Section 2.2 of the Restrictive Covenants, if no approval was requested by the lot owner for a home project, a \$100.00 fine and a stop work order will be issued. If work continues in violation of the stop work order, an injunction may be sought to prevent further work from proceeding and an additional \$500.00 fine may be levied against the lot owner. If a subsequent inspection indicates work was done that was not in accordance with an approval, the work may have to be taken down in some cases and additional fines may be levied.
- b. Cutting down a tree without proper approval may result in a fine of up to \$500.00 and/or the replacement of like kind tree as specified by WGI.

**14. PARKING UNAUTHORIZED VEHICLES OR POSTING UNAUTHORIZED SIGNS:**

- a. First offence of Section 8.5 of the Restrictive Covenants shall result in a warning letter.
- b. Second offense shall be \$100.00 fine.
- c. Third or Subsequent offences shall be a \$500.00 fine.

**15. OTHER VIOLATIONS:**

Any owner deemed to be in violation of any Bylaw and/or Act of Dedication of Servitudes, Privileges, and Restrictions of the Whippoorwill Grove on Money Hill Subdivision not specifically delineated herein may be subject to a fine of up to \$500.00 for each such violation as determined by the sole discretion of the Board of Directors of WHI.