

First Amended and Restated Code of Regulations  
of the  
Restful Lake Association, Inc.

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**FIRST AMENDED AND RESTATED CODE OF REGULATIONS OF THE  
RESTFUL LAKE ASSOCIATION, INC.**

WHEREAS, The Restful Lake Improvement Association, Incorporated, nka Restful Lake Association, Inc. (“Association”) was created on or about July 18, 1932, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State’s Office; and

WHEREAS, the Association’s principal purpose is to maintain and operate the Restful Lake Allotment, a platted subdivision located in Newbury, Ohio, that was filed for record at Plat Volume 1, Page 56-57 of the Geauga County Records; and

WHEREAS, a Code of Regulations (the “Code”) for governing membership in and the operation of the Association was created, adopted and amended at various times by the Association; and

WHEREAS, the Association entered into an Agreed Judgment Entry in Geauga County Court of Common Pleas Case Number 96 M 973, that was filed for record at Volume 1210, Page Number 38 et seq. of the Geauga County Records (the “Agreed Judgment Entry”) containing certain provisions governing membership in and the operation of the Association, and superseding certain portions of the Code; and

WHEREAS, a partial copy of the Code as in effect in 2010 was recorded at Geauga County Records Instrument No. 201000817094; and

WHEREAS, a meeting of the Association's Members was held on or about May 15, 2011, and, at such meeting, Members representing two-thirds of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth certain additional amendments to the Code; and

WHEREAS, the Association is a “planned community” under the definitions of Ohio Revised Code Section 5312.01, the Ohio Planned Community Act, and is therefore subject to all the laws, regulations, and restrictions of Chapter 5312 of the Ohio Revised Code; and

WHEREAS, Article XIII of the Code authorizes amendments to the Code, and

WHEREAS, the Members of the Association desire to amend and restate the Code to incorporate the various amendments thereto made prior to the date hereof, to modify or remove portions of the Code that are no longer applicable or appropriate, to incorporate the provisions of the Agreed Judgment Entry, and to comply with the requirements of the Ohio Planned Community Act and incorporate the definitions therein; and

WHEREAS, the Association and Members have complied with the proceedings necessary to amend the Code as required by the Code.

NOW THEREFORE, the Amended Code of Regulations of the Restful Lake Association, Inc. are hereby amended, restated and replaced by the following:

## ARTICLE I

### INTRODUCTION

**Section 1 – Real Property Subject to these Provisions.** The Restful Lake Allotment consists of Lots and other real property known and described as Blocks A, B, C, D, E, and F, and including Restful Lake. All of the Lots and real property in the Restful Lake Allotment, including those listed and described in Paragraph No.1 of the Agreed Judgment Entry, but excepting those expressly excluded pursuant to Paragraph No.7 of the Agreed Judgment Entry, are held, and hereafter shall be conveyed, subject to the covenants, terms, conditions, and restrictions of the Agreed Judgment Entry and this Code, on behalf of and for the benefit of the Association, its successors and assigns, and the described properties in the Restful Lake Allotment and the owners thereof, their heirs and assigns, as listed in the Agreed Judgment Entry.

**Section 2 – Property of the Association.** The Association is the true and lawful owner of all roads depicted and described on the recorded Plat of the Restful Lake Allotment that have never been dedicated or properly accepted for public use, and all real property located within the following right-of-ways depicted and described on the Plat of the Restful Lake Allotment: Beachland Drive; Briarwood Avenue; Driftwood Avenue; Edgewater Drive; Highview Avenue; Longview Drive; Lakeland Avenue; Orchard Lane; Overlook Drive; and Old Road (the “Private Roads and Right-of-ways”) (but excepting therefrom permanent parcel numbers 23-385831, 23-385827, 23-385826, 23-385825, 23-385824, 23-385823, 23-385822, 23-385821, 23-385820, 23-385819, 23-385818, and 23-385817, which are no longer common property of the Association), and of the other common property of the Association, including the Community Center, Restful

Lake, Block C, Block D, Block E and Lot Nos. 398, 399, 400, 401, 402, 403, 95, 324, 381, 382, 383, and 384, and any improvements thereon (collectively, the “Common Elements”).

## **ARTICLE II**

### **MEMBERSHIP**

**Section 1 – Definition of Member.** Every owner of a Lot, tract, parcel, or other real property in the Restful Lake Allotment shall be a Member of the Association, except as otherwise provided in Paragraph No. 7 of the Agreed Judgment Entry. Membership in the Association shall be appurtenant to and may not be separated from ownership of any real property in the Restful Lake Allotment except for those properties expressly excluded from the terms and provisions of the Agreed Judgment Entry pursuant to Paragraph No. 7 therein.

All Members of the Association selling their property and divesting themselves of title to all of their said property in the Restful Lake Allotment shall automatically cease to be Members of the Association, but such Members before selling and resigning from the Association must notify the Secretary thereof of the name and address of the new purchaser; who will automatically become a Member of the Association.

**Section 2 – Non-Member May Apply for Membership.** The owner of any property excluded from Membership in the Association by virtue of being listed and described in Paragraph No. 7 above may nevertheless make written application for Membership in the Association upon such terms and conditions as may be determined reasonable in the discretion of the Restful Lake Association, Inc., including, without limitation, an agreement to be bound by all of the covenants, terms, conditions and restrictions of the Agreed Judgment Entry.

**Section 3 - Rights of Members.** Members, their immediate household, tenants and guests shall have the use of the beach, Restful Lake, Private Roads and Right-of-ways, the Community

Center, and other Common Elements of the Association, subject to the rules and limitations imposed by the Association.

**Section 4 – Restrictions.** The privileges, rights restrictions and limitations set forth herein, as applying to the Members may be modified or enlarged from time to time by rules adopted by the Board of Trustees when in their judgment conditions justify the same. Such modification or enlargement shall operate uniformly on all Members.

**Section 5 - Nature of Rights.** The right to use any of the Association property such as beaches, Restful Lake, the Community Center, Private Roads and Right-of-ways or other Common Elements shall not be construed as creating an easement on behalf of any Member and such right is hereby expressly stipulated to be permissive only and shall cease when said Member terminates his relationship with the Association and ceases to be a Member of the same.

### **ARTICLE III**

#### **MEETINGS OF MEMBERS**

**Section 1 - Annual Meeting.** The regular annual meeting for the Members of the Association shall be held in May of each year, on the property of the Association at Restful Lake, at a date and hour designated in the notice thereof.

**Section 2 - Special Meetings.** Special Meetings of the Members may be held at any time upon the call of the President or a majority of the Board of Trustees, or upon the written request of 15% of the Members in good standing.

**Section 3 - Notice of Meetings.** Notice of all meetings shall be mailed to each Member in good standing, appearing as such on the books of the Association by the Secretary at least ten (10) days prior to the date of such meeting, and in all cases of special meetings the notice thereof shall briefly state the object thereof, and no business other than that set forth in the notice shall be

considered at any special meeting. Attendance at a meeting by a Member, whether in person or by proxy, without objecting to the notice of the meeting, shall be deemed a waiver of the notice requirement.

**Section 4 – Quorum.** The Members present, either in person or by proxy, at an annual or special meeting duly held pursuant to notice given as provided herein, and entitled to vote, shall constitute a quorum. Regardless of the number of Dwelling Units or Lots that a Member owns he shall be entitled to only one vote.

**Section 5 - Proxies.** Any Member entitled to vote may be represented at any annual or special meeting by proxy. Proxies shall be in writing signed by the Members to be represented and delivered to the Secretary of the Board at or before the meeting. Such proxies shall only run to and be held by Members of the Association.

**Section 6 – Delinquency.** No Member who is delinquent by more than thirty (30) days in payment of his dues and assessments at the time of the annual or special meeting shall be entitled to vote at such meeting, nor shall that Member be counted in determining whether a quorum is present or whether a specific percentage of Members have approved an action , and such Member shall not be deemed a Member in good standing until all delinquent dues, assessments, and other charges are paid.

**Section 7 – Action Without a Meeting.** Any action to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Members who are entitled to vote, and such consent shall have the same force and effect as a majority vote. An explanation of the action taken shall be delivered to each Member at his or her last known address by regular U.S. Mail.

## ARTICLE IV

### TRUSTEES

**Section 1 - Election of Trustees.** The election of Trustees shall be held at the annual meeting of the Members or at a special meeting called for that purpose. Trustees must be a Member of the Association or a spouse of a Member. Each Member shall be entitled to cast one (1) equal vote with respect to each vacancy to be filled. The candidates receiving the largest number of votes shall be elected. Such election shall be by written secret ballot whenever requested by a Member of the Association; but unless the request is made, the election may be conducted in any manner approved at such meeting. The persons so elected shall take office upon such election, and shall hold office until their respective successors have been elected by the Association. The Trustees may be elected to serve any number of consecutive terms.

**Section 2 - Number of Trustees.** The number of Trustees shall be five (5) and they shall be elected for one (1) year and shall hold office until their successors are elected and qualified.

**Section 3 - Powers of Trustees.** The Board of Trustees shall have the control and management of the business, funds and property of the Association. It shall annually adopt an estimated budget, including a reasonable reserve for repair and replacement of major capital improvements, unless the reserve requirement is waived in any given year by a majority of the voting power of the Association. The Board shall also, to the extent reasonably available, obtain directors' and officers' liability insurance, and property and liability insurance for the Common Elements. The Board may also adopt rules not inconsistent with the Code or the Agreed Judgment Entry; promulgate and enforce rules governing the use of the property and privileges of the Association by its Members, their families, tenants, occupants, and guests; fill vacancies in its own membership; appoint standing or special committees of the Association; employ a managing agent;



employ, hire or terminate personnel; and take such other actions as authorized by the Code or as permitted by law.

**Section 4 - Trustees Meetings.** The Board of Trustees shall hold meetings every month at such place as the President and Board of Trustees may determine. Special meetings of the Board of Trustees may be called by the President upon request of any two (2) Trustees. Three (3) Trustees shall constitute a quorum. The Board may also conduct a meeting by any method of communication, including electronic or telephonic communication, provided that each Trustee can hear or read in real time and participate and respond to every other Trustee present.

**Section 5 – Action Without a Meeting.** Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members of the Board, and such consent shall have the same force and effect as a unanimous vote. An explanation of the action taken shall be delivered to each Member at his or her last known address by regular U.S. Mail.

**Section 6 – Removal and Vacancies.** Any Trustee elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such Trustee. Any Trustee whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Trustee, a successor shall then and there be elected by the Members entitled to elect the Trustee so removed to fill the vacancy for the remainder of the term of such Trustee.

Any Trustee elected by the Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the Trustees

present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Trustee, a vacancy may be declared by the Board, and it may appoint a successor. Any Trustee appointed by the Board shall serve for the remainder of the term of the Trustee who vacated the position.

**Section 7 - Indemnification of Board Members and Officers.** The Association shall indemnify any Member of the Board of Trustees or officer of the Association or any former Board Member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board Member or officer of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board Member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board Member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; (3) in any criminal action, suit or proceeding, such Board Member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable. The above determination required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board Member or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

(a) Advancement of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Code, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board Member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board Member or officer of the Association.

(c) Board Member and Officer Liability. The Board Members and officers of the Association shall not be personally liable to the Members for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification shall include, but not be limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Board Member or officer of the Association shall mean that such Board Member or officer of the Association is acting only as a representative of the Association and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Code and/or made individually as a Member.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Member arising out of the contract made by any Board Member or officer of the Association, or out of the aforesaid indemnity in favor of such Board Member or officer of the Association, shall be limited to such proportion of the total liability as said Member's pro rata share bears to the total percentage interest of all the Members of the Association, based on the number of votes of said Member divided by the total number of votes of all Members of the Association.

## **ARTICLE V**

### **OFFICERS**

**Section 1 – Election of Officers.** Immediately following the annual election of Trustees, the Trustees so elected shall meet and organize by the election of a President, Vice President, Secretary and Treasurer, who shall be elected for one year and shall serve until their successors are elected and qualified. The offices of Secretary and Treasurer may be held by the same person.

**Section 2 – Compensation.** No Trustee shall receive any compensation from the Association for acting as such unless approved by Members representing a majority vote of the total vote of the Association; provided any Trustee may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Trustees.

## **ARTICLE VI**

### **DUTIES OF OFFICERS**

**Section 1 – President.** The President shall preside at all meetings of Members and Trustees, and perform generally all duties usually incident to such office and such other and further duties as may be from time to time required of him by Members or Trustees.

**Section 2 - Vice President.** The Vice President shall perform all the duties of the President in case of the latter's absence or disability. In case both the President and Vice President are absent or unable to perform their duties, the Members or Trustees, as the case may be, may appoint a President *pro tempore*.

**Section 3 – Secretary.** The Secretary shall keep an accurate record of all transactions of the Members and Trustees. He shall give all notices required by law and all notices provided by the Code or rules of the Association. He shall keep a proper Secretary's book, shall properly record therein all minutes of Members and Trustees meetings, and such other matters as shall be proper and necessary. He shall issue and attest all certificates of Membership and generally perform such duties as may be required of him by Members or Trustees. At the expiration of his term of office, he shall deliver all books, papers and property of the Association in his hands to the President, or to his successor.

**Section 4 – Treasurer.** The Treasurer shall receive and safely keep all moneys, rights and choses in action belonging to the Association, and the same shall be disbursed under the direction of and to the satisfaction of the Board of Trustees. Proper vouchers shall be taken for all such disbursements. It shall be his duty to keep an accurate account of the finances of the Association on the books of the Association prepared and furnished for that purpose and all books shall be open for inspection and examination by the Board of Trustees or any committee of Members appointed for that purpose. He shall render an account of the standing of the Association at the annual meeting of the Members at such other times as the Board of Trustees may require. He shall

perform all such other and further duties as may be required of him by the President or the Board of Trustees. At the expiration of his term of office, he shall deliver all moneys, property and rights of the Association in his hands to his successor in office or to the President.

## **ARTICLE VII**

### **COMMITTEES**

**Section 1** - There shall be two (2) standing committees, as follows:

1. Street and Grounds Committee
2. Beach, Lake and Park Committee

Such Committees shall be appointed annually by the President, subject to the approval of the Board of Trustees. In addition to the above and foregoing committees, the President, with the consent and approval of the Board of Trustees, may from time to time create and appoint other and further committees and prescribe their duties. Neither the Chairman nor the Members of any Committee need be officers or Trustees.

**Section 2 - The Street and Grounds Committee.** The Street and Grounds Committee shall have charge and supervision of the Private Roads and Right-of-ways and immediate premises; shall make or authorize all necessary arrangements for the maintenance and upkeep of the Private Roads and Right-of-ways; receive and consider complaints and have general supervision over the immediate premises abutting said Private Roads and Right-of-ways, and it shall have power, and it shall be its duty to make rules and regulations regarding the use of Private Roads and Right-of-ways and grounds abutting thereon: all of its acts, however, shall be subject to the approval of the Board of Trustees, to whom it shall report from time to time through its chairman.

**Section 3 - The Beach, Lake and Park Committee.** The Beach, Lake and Park Committee shall have charge and supervision of the beach and parkway leading from the road

down to the beach. It shall have the power and it shall be its duty to make rules and regulations relating to the use and enjoyment of the beach and parkway and it shall perform such other and further duties as may be prescribed from time to time by the Board of Trustees; all of its acts however, shall be subject to the approval of the Board of Trustees, to whom it shall report from time to time through its chairman.

**Section 4** - In addition to the above and foregoing committees the President with the consent and approval of the Board of Trustees may from time to time create and appoint other and further committees and prescribe their duties.

## **ARTICLE VIII**

### **DUES AND SPECIAL ASSESSMENTS**

**Section 1 - Authority to Levy Dues and Assessments.** The Association shall have the authority and power to levy Membership dues and assessments for the cost of acquiring, maintaining, improving and regulating the Private Roads and Right-of-ways and other Common Elements (the "Common Expenses"). All such dues and assessments shall be a charge against both the real property and the owner(s) of the real property within the Restful Lake Allotment. Nonpayment of dues and assessments by any owner(s) of real property within the Restful Lake Allotment shall be a personal liability of such owner(s) and a lien against the real property.

**Section 2 - Assessment of Dues and Special Assessments.** The Board shall adopt a budget at least annually for the purpose of determining the Common Expenses. All dues and assessments levied by the Association shall be approved by a majority vote of the Members entitled to vote and present at any duly held special or annual meeting for which notice has been properly given in accordance with Article II, Section 3 of the Code.

**Section 3 - Dues of Members.** The dues of Members shall be as follows:

\$200.00 per annum for each Dwelling Unit and not more than 1 or 2 Lots owned by said Member.

\$135.00 per annum for not more than (2) unimproved Lots owned by said Member.

\$15.00 per annum for each additional Lot or portion of a Lot owned by said Member.

There shall also be paid by said Member any tax which may be assessed by any governmental authority by reason of his payment of said dues.

**Section 4 - Payment of Dues.** These dues are payable quarterly. Any dues or assessments not paid within ten (10) days after the same shall have become due and payable shall be subject to a quarterly administrative late charge established by the Board and may, as the Board so determines, also bear interest until the same shall have been paid at the rate of ten percent (10%) per annum from and after the date the same became due.

**Section 5 - Dues Are a Lien Upon All Lots.** The Association shall have a continuing lien upon each Member's Lot for the payment of the portion of any Assessments chargeable against such Lot that remains unpaid for ten (10) days after the same have become due and payable. All dues and special assessments which are a lien upon a Lot at the time that a purchaser purchases the same must be paid to the Treasurer of the Association before title to the Lot is transferred.

**Section 6 - Remedies for Non-Payment of Dues.** Any Member who is in arrears in the payment of his dues or special assessments more than thirty (30) days may have his privileges of Membership suspended by the Board of Trustees, in which event he shall be deemed a Member not in good standing, and shall not be entitled to vote or to use the beach, Restful Lake, the Community Center, or other recreational facilities of the Association. The dues and special assessments which are a lien upon said Lot shall remain a lien and be added to other dues and special assessments which from time to time may become a lien upon said Lot.

## **ARTICLE IX**



## **CONDUCT OF MEMBERS**

**Section 1 - Limitation on Erection of Structures.** No Member or owner of any Lot or Lots in the Restful Lake Allotment shall erect any building or structure either temporary or permanent on said Lot or Lots without obtaining the prior written approval of the Board, which approval shall not be unreasonably withheld. Any person desiring to construct or erect any improvement on his Lot shall also be responsible for determining and ensuring that the proposed construction is in compliance with all zoning, building, and other governmental codes and regulations. Approval of an application by the Board shall in no way be deemed to be a representation that the improvement that is the subject of the application is in compliance with such codes or regulations. This section shall apply only to new structures erected after August 15, 2015.

**Section 2 - Association Property.** No person or persons whether a Member or otherwise, shall be allowed to remove from the Common Elements or any other Association property any trees, shrubs or any other objects whatsoever without permission of the Board of Trustees.

**Section 3 - No Structure on Association Property.** No Member or Members shall be allowed to erect or construct any building, fence, structure or device whatsoever on any part of the Common Elements or other Association property without first obtaining the permission of the Board of Trustees.

**Section 4 - Conduct of Members, Tenants, Guests.** Members and their families, tenants, guests and invitees must conduct themselves in such a manner as not to be offensive to other Members of the Association, and no loud or unusual noises shall be allowed in any part of the Association property after ten o'clock P.M. (10:00 P.M.).

**Section 5 – Member’s Responsibility for Tenants and Guests.** Each Member shall be responsible for the actions of his family members, tenants, any occupants of said Member’s Dwelling Unit, guests and invitees.

**Section 6 - Restrictions on Division of Lots.** No person shall be permitted to subdivide or sell a portion of a Lot as the same was originally set forth on the Plat unless the consent of the Board of Trustees shall first have been obtained for that purpose, nor shall any person be permitted to build more than one Dwelling Unit nor more than one garage on any one Lot.

**Section 7 -** No Lot in Restful Lake Allotment whether improved or unimproved, shall be used for any business purpose.

**Section 8 - Community Center.** The Community Center shall be used primarily for community affairs, but shall be available to Members for private parties on a rental basis when not otherwise in use, subject to approval of the Board of Trustees.

**Section 9 - Occupancy Restriction.** A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Lot or remaining in or on the Restful Lake Allotment for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Member or occupant, or anyone visiting any Member or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction. Any

conflict between this provision and any other provisions of the Code of Regulations shall be interpreted in favor of this restriction on the occupancy of Lots.

## **ARTICLE X**

### **DISCIPLINE**

**Section 1-Discipline of Member.** If the conduct of any Member shall appear to be in willful violation of the Code or other rules of the Association, or prejudicial to the interests of the Association, the Board of Trustees may by affirmative vote of two-thirds of the entire Board impose the following charges:

(a) Enforcement assessments and expenses the board incurs in collecting those assessments;

(b) Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of a Member or their family, tenants, occupants guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses;

(c) Costs associated with the enforcement of the Code and rules of the Association, including, but not limited to, attorney's fees, court costs, and other expenses;

(d) Costs or charges the permitted by the Code or by law.

**Section 2 - Notice of Charges.** Before taking such action a written notice must be served upon the Member and an opportunity given to be heard before the Board of Trustees in his defense.

The written notice shall include all of the following:

(a) A description of the property damage or violation;

(b) The amount of the proposed charge or assessment;

(c) A statement that the Member has a right to a hearing before the board to contest the proposed charge or assessment;

(d) A statement setting forth the procedures to request a hearing;

(e) A reasonable date by which the Member must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable.

**Section 3 - Hearing.** A Member shall be entitled to a hearing before imposition of any enforcement assessment, expense, cost, or other charge subject to the following:

(a) To request a hearing, the Member shall deliver a written notice to the Board not later than the tenth day after receiving written notice of the violation or charge from the Board. If the Member fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose a charge for damages or an enforcement assessment.

(b) If a Member requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Member with a written notice that includes the date, time, and location of the hearing.

(c) The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this section.

(d) Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Member.

(e) Any written notice that this Article requires shall be delivered to the Member or any occupant of the Dwelling Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

## **ARTICLE XI**

### **NOTICES**

Unless otherwise provided in this Code, all notices, demands, bills, statements, or other communications under this Code shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by delivery by an overnight delivery service, with proof of delivery provided to the sender. All notices shall be deemed to have been given and therefore effective not later than 48 hours after the date that such notice is deposited in the U.S. Mail, and overnight delivery service shall be deemed to have been made 24 hours after the date that such notice is delivered for overnight delivery to the delivery service. In the event of a notice of change of address, the date of actual receipt of notice shall be the date such notice has been received by the other party. Any notice required or permitted to be given to any occupant of a Dwelling Unit other than a Member shall effectively be given if hand delivered to such occupant or placed in his

mailbox or placed under the door to his Dwelling Unit. Notices shall be addressed to a Member at the address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Dwelling Unit of such Member.

## **ARTICLE XII**

### **ORDER OF BUSINESS**

Unless otherwise ordered by a majority vote of the Members present, the order of all business at all regular and special meetings of the Members of the Association shall be as follows:

1. Roll Call.
2. Reading of Minutes.
3. Reports and Statements of Officers and Committees.
4. Unfinished Business.
5. Election of Trustees and Officers.
6. New or Miscellaneous Business.

## **ARTICLE XIII**

### **REPEALS AND AMENDMENTS**

This Code of Regulations may be amended by a two-thirds vote of the Members entitled to vote at any regular or at a special meeting called for that purpose, providing the amendment is submitted in writing to the Members at least thirty (30) days prior to said meeting. -

Upon the recording of this First Amendment and Restatement of the Code of Regulations of the Restful Lake Association, Inc., only owners of record at the time of such filing shall have standing to contest the validity thereof, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

President

\_\_\_\_\_  
Secretary

STATE OF OHIO            )  
                                  )        SS  
COUNTY OF GEAUGA    )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Restful Lake Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_ Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**Prepared By:**  
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