

# WAYNOKA PROPERTY OWNERS ASSOCIATION, INC.

## CODE OF REGULATIONS

WAYNOKA PROPERTY OWNERS ASSOCIATION, INC.

CODE OF REGULATIONS  
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WAYNOKA PROPERTY OWNERS ASSOCIATION, INC.  
Code of Regulations Definitions

The following definitions will apply when used in a bold and/or capitalized form in Lake Waynoka's Code of Regulations and Regulations.

**BOARD**

The governing body responsible for the administrative and financial policies of the WPOA.

**CODE**

The WPOA's Code of Regulations

**DUES**

Charges established by the WPOA or WRWSD BOARDS and paid by OWNERS, TENANTS, and certain Land Contract Vendees. It includes, if applicable, but not limited to, mowing costs, extra lot charges, assessments and fines.

**FEES**

Charges established by the WPOA BOARD to cover the cost of operating the various facilities of the WPOA profitably. (i.e. Swimming Pool, Camping, etc.)

**GUEST**

MEMBER'S sons, daughters, spouses and children, mother, father, grandmother, grandfather.

**MEMBER**

Member-in-good-standing, which include OWNERS, TENANTS, and Vendees, who have paid all past and current charges (DUES).

**OWNER**

Property owners and their spouses who own a fee simple interest in a lot or lots of the SUBDIVISION of record in the office of the County Recorder of Brown County, Ohio.

**R&R**

Latest revision of the various WPOA Rules and Regulations. (i.e. General, Camping, Watercraft)

**SECURITY**

The WPOA Security Department.

**SUBDIVISION**

Lake Waynoka Subdivision located in Brown County.

**TENANT**

Renter and/or lessee and their spouse, who are non-voting MEMBERS.

**TRAILER**

Vehicles manufactured specifically for camping including but not limited to campers, tent campers, travel trailers, house vans, buses, and motor homes.

**TRUSTEE**

An elected or appointed member of the BOARD.

**VEHICLE**

Any motorized land conveyance and bicycles.

**VENDEES**

Holders of Land Contracts and their spouses.

**VISITOR**

Any person not a member or guest.

**WATERCRAFT**

Any gasoline, electric, wind or manually operated marine craft, or other forms of water conveyances.

**WPOA**

Waynoka Lake Property Owners Association, Inc.

**WRWSD**

Waynoka Regional Water and Sewer District.

WAYNOKA PROPERTY OWNERS ASSOCIATION, INC.  
Code Of Regulations

ARTICLE I  
OFFICES

The principal offices of the WPOA shall be located in the SUBDIVISION of Brown County, Ohio at 1 Waynoka Drive Sardinia, Ohio 45171.

ARTICLE II  
MEMBERS AND MEMBERS GUESTS

Section 1. Type Of Members.

- 1.1 OWNER.
- 1.2 TENANT.
- 1.3 VENDEES.

Section 2. Members-in-good-standing (MEMBERS).

- 2.1 OWNERS and VENDEES. Who have paid all their past and current DUES.
- 2.2 TENANTS that have paid all their past and current Tenant Charges to the WPOA in accordance with the CODE. TENANTS have no voting rights. They do have all other rights, privileges and responsibilities of membership and shall abide by the CODE and the WPOA R&R'S.

Section 3. Family members (GUEST). Are MEMBERS' mother, father, grandmother, grandfather, sons and/or daughters their spouse and children.

Section 4. Membership Entitlements. MEMBERS, and GUESTS can use the lake, various community areas, beaches and other WPOA facilities and attend any of the WPOA'S scheduled social activities.

Section 5. Sale of Real Estate. All persons, MEMBERS, Real Estate Brokers, and their agents, who wish to sell real estate in the SUBDIVISION, shall abide by the following:

- 5.1 Any indebtedness to WRWSD or WPOA must be determined before closing and be paid in full at time of closing.
- 5.2 The seller, or his agent, must advise prospective buyers that they must become MEMBERS of WPOA and pay WPOA'S DUES.
- 5.3 Purchaser must be given the latest CODE, Covenants and R&R'S.
- 5.4 A Real Estate Broker who fails to abide by these requirements shall be prohibited from advertising the sale of any Real Estate in the SUBDIVISION.
- 5.5 WPOA reserves the right to impose penalties and sanctions as to OWNERS who violate these requirements. (See R&R'S for details)

Section 6. MEMBERS DUES.

- 6.1 Each member shall pay DUES, as determined by the BOARD.
- 6.2 DUES, as determined by the BOARD, are due and payable the first day of March.
- 6.3 If a residence is constructed such that the structure crosses the common line between adjacent lots, then, the WPOA shall consider these adjacent lots to be as one and the OWNER shall be invoiced accordingly.
- 6.4 Multiple, Business and Institutional OWNERS do not include spouses, and shall be required to pay an annual DUES for each owner of record. The number of GUEST cards issued may be restricted by the BOARD. (See R&R'S for more detailed information.)

Section 7. Delinquency.

MEMBERS who have not paid their DUES and/or previously incurred charges by the first day of April, each year, are considered delinquent. The BOARD shall review and determine, by January, the method of handling delinquent accounts (assessment, referral, etc.).

Sections 8. Voting Rights.

MEMBERS (except TENANTS) are entitled to vote as shown below, regardless of the number of lots owned:

- 8.1 OWNER shall have only one (1) vote each.
- 8.2 VENDEES shall have only one (1) vote each.
- 8.3 Business and Institutional OWNERS shall have only one vote.

Section 9. Suspension of MEMBERS privileges.

MEMBERS who violate any of WPOA's CODE, Covenants, R&R'S, State Laws that are enforced within the SUBDIVISION shall be subject to the suspension of their membership privileges. Such action requires a two-thirds (2/3) vote of the entire BOARD. These violations shall also be considered grounds for any other legal remedies that may be available to the WPOA.

Section 10. Identification.

- 10.1 Identification is required to enter the SUBDIVISION as follows:
- 10.2 Personal Identification Cards:
  - 10.2.1 GUEST Cards. When requested, by a MEMBER, GUEST cards shall be issued to the MEMBER for distribution to their GUESTS.
  - 10.2.2 VISITOR Cards. VISITOR cards are issued to persons not qualified for a GUEST card.. A VISITOR card must be requested, in person, by a MEMBER, at the WPOA office, and shall be made for a specific period not to exceed fourteen (14) days. MEMBERS or GUESTS must be present within the SUBDIVISION during the entire time the VISITOR is in the SUBDIVISION, unless other provisions are made with the WPOA office. In the absence of major mitigating circumstances, if it is discovered that the MEMBER or GUEST is not present, the VISITOR(S) may be directed, by SECURITY, to leave the SUBDIVISION immediately.
  - 10.2.3 Employee Cards: Employees, their spouses and minor children, who are not MEMBERS, shall be issued Employee Cards (single Employees shall be



allowed one (1) VISITOR pass, good for the day, for each visit to the SUBDIVISION). These cards entitle the Employee and their families to use all of the WPOA facilities. No group passes shall be allowed.

10.2.4 Special Cards. A MEMBER who permanently employs a person(s), not a MEMBER, can request a special identification card to be issued.

10.2.4.1 Special cards may be requested by a MEMBER. But limited in time, for certain medical conditions.

10.2.4.2 The WPOA may from time to time issue Special cards to Contractors engaged in special projects within the SUBDIVISION.

10.2.5 Additional information is available in the R&R'S.

10.3 Automobile Identification:

10.3.1 MEMBERS, GUESTS and Employees shall be issued a numbered automobile decal(s) when they present to SECURITY at the main gate a current membership card and a current registration form for the vehicle in their name.

10.3.2 Short Term VISITOR Auto Pass: A MEMBER may request from SECURITY at the main gate, in writing or in person, a short term VISITORS auto pass. Short term Auto Passes are limited to no more than three consecutive days, and are to be displayed whenever within the confines of the SUBDIVISION. The MEMBER or GUEST must remain within the SUBDIVISION during the duration of the visit or the VISITORS shall be directed, by SECURITY, to leave. Group passes may also be requested by providing a written list to SECURITY to prevent "gate-crashing".

10.4 MEMBER(S) WATERCRAFT Identification.

10.4.1 All MEMBER(S) WATERCRAFT shall be issued a numbered decal(s), when the MEMBER presents to SECURITY at the main gate:

10.4.1.1 A current membership card.

10.4.1.2 Proof of ownership of WATERCRAFT in their name.

10.4.1.3 A current registration form, in their name, for the WATERCRAFT'S trailer.

10.4.2 All WATERCRAFT OWNERS must sign a waiver to accept responsibility.

10.5 OWNERS who are delinquent in the payment of their DUES shall not be issued any decals or be permitted the use of the facilities in the SUBDIVISION. Entry into the SUBDIVISION shall require the issuance of a Short Term VISITORS pass at the main entrance (see Section 10.2.2).

## Section 11. General Rules and Regulations.

11.1 The BOARD shall issue, and maintain separately from these CODE, a set of Rules and Regulations (R&R'S) for, but not limited to, Building Codes, Lake Rules, Swimming Rules, security, Camping, Vehicular Rules, WATERCRAFT regulations, Rent/lease Rules, and General SUBDIVISION Rules. The enforcement of the CODE, and the various R&R'S, within the SUBDIVISION, shall be the responsibility of SECURITY.

11.2 The R&R'S above may be added-to, amended, altered or repealed by a two-thirds

- (2/3) vote of the entire BOARD.
- 11.3 Weapons.
    - 11.3.1 The discharging of a weapon within the SUBDIVISION is prohibited.
    - 11.3.2 Weapons may be retained within a residence.
    - 11.3.3 The carrying of concealed weapons of any type, not properly licensed, is not permitted within the SUBDIVISION.
    - 11.3.4 Hunting is not allowed within the SUBDIVISION.
  - 11.4 Trespassing within the SUBDIVISION.
    - 11.4.1 Any person(s) not a MEMBER, GUEST, or an authorized VISITOR shall be considered a trespasser.
    - 11.4.2 A MEMBER or GUEST shall be considered a trespasser if they are on a MEMBER'S property, other than their own without verbal or written permission.
    - 11.4.3 An authorized VISITOR shall be considered a trespasser if they are on property other than that of the MEMBER they are visiting. This does not apply to WPOA'S common areas.
  - 11.5 Motor Vehicle Rules: The BOARD shall enforce, through SECURITY all Ohio Revised Code (ORC) laws relating to the operation, registration, and licensing of motor vehicles and drivers operating within the SUBDIVISION.
  - 11.6 Authority of SECURITY. Security Officers employed by the WPOA are:
    - 11.6.1 Constables. Appointed by the Brown County Court, Brown County, Ohio. They are empowered and directed to fully enforce all State and County laws. They are also empowered to enforce WPOA's CODE and all R&R'S.
    - 11.6.2 Gate Guards. Who are empowered to enforce only WPOA's CODE and R&R'S.

Section 12. Transfer of Membership.

Membership in the WPOA is non-transferable and non-assignable.

ARTICLE III  
MEETINGS

Section 1. Quorum.

A simple majority five (5) of the BOARD in attendance at a meeting shall constitute a quorum for the transaction of business in any meeting of the BOARD, unless specifically stated otherwise.

Section 2. Annual Meeting.

- 2.1 An annual meeting shall be held in the SUBDIVISION on the third Saturday in the month of April at 7:30 p.m. to:
  - 2.1.1 Install TRUSTEES.
  - 2.1.2 Elect the executive officers of the WPOA. (See ARTICLE VI)
- 2.2 If the day established for the annual meeting is a legal holiday in the State of Ohio the meeting shall be held on the following Saturday at 7:30 p.m.

### Section 3. Special MEMBER Meetings.

- 3.1 Special Meetings of the MEMBERS may be called by the:
  - 3.1.1 President.
  - 3.1.2 BOARD.
  - 3.1.3 President when a petition signed by not less than ten (10) percent of the MEMBERS is presented to the President.
- 3.2 A written or printed notification stating the location, specific purpose, and the day and hour of the Special Meeting shall be delivered, either personally or by mail, to each MEMBER, not less ten (10) nor more than sixty (60) days before the date of such Special Meeting.
- 3.3 If mailed by using the required postage and the MEMBERS latest address, as it appears on the records of the WPOA, the notice shall be deemed to be delivered when deposited in the United States Mail.
- 3.4 The MEMBERS present at a special MEMBER meeting shall constitute a quorum.

### Section 4. Regular BOARD Meetings.

The BOARD shall meet as a group in regular monthly meetings to accomplish the business of the WPOA. This meeting shall be held the second Saturday of each month in the SUBDIVISION, unless otherwise posted.

### Section 5. Workshop Meetings.

Workshop meetings of the BOARD may be called by the President to discuss everyday business matters pertaining to operation of the SUBDIVISION. Voting is not permitted in a Workshop.

### Section 6. Special BOARD Meetings.

Special Meetings of the BOARD may be called by the request of the President or any two (2) TRUSTEES. These meeting(s) shall be conducted within the confines of the SUBDIVISION.

- 6.1 Notice of any Special Meeting(s) of the BOARD shall be given to every TRUSTEE at least five (5) working days before the meeting by written notice delivered personally or sent by mail or telegram to each TRUSTEE at his address as shown by the records of the WPOA. The day on which the notice is given shall be excluded, and the day of the meeting shall be included for the purpose of determining the five (5) day period. The President may request to waive the five (5) day notification requirement by having each TRUSTEE sign a "Waiver of Notice" form indicating the time, date, and specific purpose(s) of the meeting.
- 6.2 The business to be transacted at the Special Meeting must be specified in the notice of such meeting.
- 6.3 If a quorum is present only those items referred to in the written notice may be voted on at the Special Meeting.
- 6.4 A TRUSTEE(S) proxy(s), held by the Secretary, shall constitute the presence of that TRUSTEE(S) in determining a quorum for a Special Meeting.

### Section 7. Manner of Acting.

The act of a majority of the TRUSTEES, at a legally convened meeting where a quorum is present. Shall be considered as an act of the full BOARD, unless the act of a greater number is required by law or by the CODE. Unless otherwise stipulated Robert's Rules of Order will be the manner of conducting business.

Section 8. Proxies (BOARD members only).

TRUSTEES, not attending a meeting, may deliver to the Secretary (in the Secretary's absence the President) a sealed envelope, properly identifying the subject meeting, containing their proxy(s). After a vote is taken, the Secretary will open the sealed envelope, if any, count the proxy(s), and include them in final tabulation. Each proxy may be used only once and must:

- 8.1 Indicate the subject(s), and be specific in nature.
- 8.2 Indicate the absent TRUSTEES voting desire on each subject(s), for, against, or abstain.
- 8.3 Be signed by the TRUSTEE.
- 8.4. Be attached to the minutes of the meeting.
- 8.5. Be used sparingly and generally for those areas requiring a vote by the entire BOARD (see ARTICLES II, Section 9; IV, Section 4; V, Section 4; VII, Section 8 and XIII, Section 1).

## ARTICLE IV ELECTIONS

Section 1 . Election of the BOARD.

- 1.1 The Annual Election of the BOARD and/or Special Elections shall be conducted by first-class mail as provided for in the CODE and any published R&R'S.
- 1.2 Only MEMBERS (except TENANTS) shall be eligible to be a candidate for, or serve on the BOARD.
- 1.3 Either spouse, shall be eligible to be a candidate for, or, to serve on, the BOARD regardless of ownership as recorded on the deed; but they may not serve concurrently. However if two (2) MEMBERS become betrothed and are married after installation they shall be permitted to serve out their terms.
- 1.4 Each candidate shall provide the Nominating Committee a properly completed application and:
  - 1.4.1 A recent passport-type photograph.
  - 1.4.2 An up-to-date resume' with information regarding their past and present work positions.
  - 1.4.3 A brief statement why the MEMBERS should consider them a potential TRUSTEE.

Section 2. Election inspectors.

The President of the WPOA shall, by thirty (30) days after installation, appoint two (2) Inspectors of Elections to:

- 2.1 Appoint a Nominating Committee of three (3) MEMBERS, who are not candidates in the current election, to:
  - 2.1.1 Solicit candidates to run for office.

- 2.1.2 Verify the candidates' applications.
- 2.1.3 Prepare and mail ballots with voting instructions, to each MEMBER.
- 2.1.4 Do such other related duties as the Election Inspectors may direct.
- 2.2 Count the ballots received.
- 2.3 Certify the results.
- 2.4 Recommend and maintain, in the R&R'S, the proper procedures for the preparation, mailing, disqualification and counting of ballots.

Section 3. Ballots.

During the September monthly meeting the BOARD shall determine the specific date that ballots are to be sent (on or before) and returned by (post marked). The MEMBERS. Ballots post marked after the return date, returned as undeliverable or disqualified for any reason shall be included in the tabulated results as disqualified ballots, and shall be held in place, in a separate container, away from the qualified ballots. All ballots shall be held for six (6) months.

Section 4. Notification.

Before announcing the results publicly, an Election Inspector shall notify by telephone or in person each candidate of the election results, this should be accomplished within five (5) days.

Section 5. Nonacceptance.

If, when notified, a winning candidate declines acceptance to the BOARD the Election Inspectors shall declare the candidate with the next highest vote as the winner. The declining candidate shall be requested to indicate their refusal, in writing, to accept election to the BOARD. If no other candidates are available see ARTICLE V, Section 4.

Section 6. Special Elections.

On all matters requiring a vote of the membership, other than the election of TRUSTEES; the BOARD shall:

- 6.1 Request the Election Inspectors to prepare and conduct a Special Election in accordance to the guidelines set down in ARTICLE IV, Section 2, and Section 3 .
- 6.2 The voting results of all Special Elections shall be reported, in writing by the Election Inspectors, to the BOARD for their action.

Section 7. Cost of Special Elections/Meetings and Recounts.

- 7.1 Costs incurred for Special Elections and/or meetings requested by MEMBER(S) shall be the responsibility of the MEMBER(S).
- 7.2 Petitioning for a recount of the ballots shall also be at the MEMBER(S) expense, unless an error, which will affect the outcome of the election, is discovered.

ARTICLE V  
BOARD OF TRUSTEES

Section 1. General Powers.

The affairs of the WPOA shall be managed by the BOARD in accordance with these

CODES, the SUBDIVISION'S Restrictive Covenants as recorded at the Brown County, Ohio Records Office, and any of the published R&R'S.

Section 2. Number and Tenure.

The BOARD shall be made up of nine (9) MEMBERS; each of whom is elected to serve a three (3) year term of office.

Section 3. Expired Terms.

- 3.1 Each Annual Election shall provide three (3) newly elected MEMBERS as TRUSTEES to replace the terms of those that have expired.
- 3.2 No member of the BOARD can serve more than two consecutive terms (six (6) years) and shall not become eligible to run again, or be appointed to the BOARD, until a one (1) year absence has passed.
- 3.3 Should the Nominating Committee be unable to garner more than three (3) candidates, no Annual Election shall be required and the candidates shall be elected by acclamation.
- 3.4 If there are less than three candidates running due to insufficient candidates or disqualification of potential candidates, no Annual Election shall be required and those candidate(s) remaining shall be elected by acclamation.
- 3.5 After the new BOARD takes office it shall be their responsibility to appoint a MEMBER(s), except a TENANT, to the BOARD, in the manner prescribed in ARTICLE V, Section 4.

Section 4. Filling Vacancies On The BOARD.

- 4.1 Any vacancy occurring on the BOARD other than at normal termination of an elected TRUSTEE's term shall be filled by:
  - 4.1.1 Notifying the membership of the vacancy at the next monthly meeting.
  - 4.1.2 Within three (3) months after notification select a candidate for appointment.
  - 4.1.3 Selected candidate(s) must be appointed by a two-thirds (2/3) vote of the entire BOARD, excluding the departing TRUSTEE(S).
- 4.2 The person(s) named to fill a vacancy shall be appointed for the duration of the departed TRUSTEE'S term.
- 4.3 One source, for such an appointment, may be those persons who unsuccessfully ran for office in the preceding election: however, it is incumbent upon the remaining BOARD members to select a successor whose qualifications shall provide the WPOA a TRUSTEE best suited for the position.
- 4.4 If, after three (3) months, the BOARD is unsuccessful in finding an appropriate and willing individual to serve. The BOARD:
  - 4.4.1 May vote unanimously to leave the position vacant until the next election. In this event, quorum rules shall change to the current BOARD members.
  - 4.4.2 The President shall direct the Election Committee to fill all vacancies at the next election.

Section 5. Removal From Office.

TRUSTEE(S) may be removed from the BOARD, by a two-thirds (2/3) vote of the

remaining BOARD members for any of the following reasons:

- 5.1 Committing an act of gross malfeasance.
- 5.2 Committing an act of gross moral turpitude.
- 5.3 Loss of MEMBER status.
- 5.4 Knowingly allow, suggest, or support an action that is in direct conflict with any of the Covenants, CODE or R&R'S.
- 5.5 Failure to attend three (3) consecutive regularly scheduled monthly meetings unless there is a:
  - 5.5.1 Personal illness.
  - 5.5.2 Weather precluding travel condition.
  - 5.5.3 Pre-scheduled absence one (1).
- 5.6 Failure to attend a total of 1/3 (33%) of all meetings (see ARTICLE III) between one Annual Meeting and the next Annual Meeting unless there is a:
  - 5.6.1 Personal illness.
  - 5.6.2 Weather precluding travel condition.
  - 5.6.3 Pre-scheduled absences.

#### Section 6. Compensation.

- 6.1 TRUSTEES shall not receive any compensation for their services.
- 6.2 However; a TRUSTEE may be reimbursed for legitimate and substantiated business expenses incurred in conducting WPOA'S business by submitting a properly completed expense statement, to the BOARD, for approval.

#### Section 7. Conflict of interest.

No TRUSTEE or TRUSTEE'S immediate family or spouse shall:

- 7.1 Be an employee of WPOA. (Exception, see Section 8 below)
- 7.2 Work, perform any contractual services or receive consideration from any business associated with the WPOA unless a complete disclosure is made to the BOARD and the entire BOARD approves of it unanimously.

Section 8. Nepotism. TRUSTEES children and grandchildren may be employed to fill seasonal jobs. These opportunities must have the unanimous approval of the entire BOARD.

## ARTICLE VI EXECUTIVE OFFICERS OF THE ASSOCIATION

#### Section 1. Executive Officers.

- 1.1 The Executive Officers of the WPOA shall be the President, Vice President, Secretary, Treasurer, and Member-at-Large.
- 1.2 Appointment of Sub-officers. The BOARD may appoint Sub-officers, including one (1) Assistant Secretary and/or one (1) Assistant Treasurer; such Sub-officers have the authority and perform duties prescribed by the BOARD. The Assistant Secretary and/or Assistant Treasurer may be compensated, by the approval of the BOARD, for the work they perform in behalf of the WPOA.
- 1.3 Appointment Restriction. Two (2) or more WPOA offices (see ARTICLE VI,

Section 1) may not be held by the same TRUSTEE.

## Section 2. Election Qualifications And Term Of Office.

- 2.1 The WPOA Executive Officers shall be elected annually for a one (1) year term or until their successor has been installed.
- 2.2 Election of Executive Officers.
  - 2.2.1 The TRUSTEES shall nominate and elect the WPOA Executive Officers. (See ARTICLE VI, Section 1, Para. 1.1)
  - 2.2.2 This nomination and election shall occur in a closed caucus during the Annual Meeting (see ARTICLE III, Section 1.) and shall be presided over by the Nominating Committee Chairperson.
  - 2.2.3 In the event that the election of the Executive Officers can not be held during the Annual Meeting, such election shall be held before the next regularly scheduled Meeting.

## Section 3. Vacancies.

- 3.1 A vacancy on the Executive Committee (see ARTICLE V, Section 4) caused by the death, resignation, removal, disqualification, or other unusual circumstances shall be filled during a caucus of the TRUSTEES that has been called and presided over by the Nominating Committee Chairperson.
- 3.2 The only purpose of this meeting shall be to select one of the TRUSTEES to fill the vacant office.
- 3.3 Such appointment shall be for the unexpired portion of the term.
- 3.4 For the sake of continuity and order, when the Presidency is vacated, the Vice President shall automatically assume the office of President until a caucus can be convened to elect a new President (see above).

## Section 4. President.

The President shall:

- 4.1 Be the principal Executive Officer of the WPOA.
- 4.2 Preside at all Regular meetings, Special meetings and Workshops.
- 4.3 Appoint special committees, as necessary.
- 4.4 Nominate individuals to fill vacancies of officers as necessary.
- 4.5 Supervise and control all business affairs of the WPOA ( i.e., Resolutions).
- 4.6 Countersign any deeds, mortgages, bonds, contracts or other instruments that the BOARD has authorized to be executed by the Manager.
- 4.7 Sign all checks, drafts or orders for payment of monies, notes or other evidence of indebtedness issued in the name of WPOA when the amount to be issued exceeds the authorized signature limit. If the President is unavailable the Treasurer is authorized to sign (see Section 8, Para. 8.6).
- 4.8 Convey all instructions, in writing when deemed necessary, to the WPOA Manager. The President is the only officer responsible for issuing orders to the WPOA Manager. Other MEMBERS of the BOARD shall submit written requests to the President for review and, if appropriate, forward to the Manager.
- 4.9 Open, in the presence of the Treasurer, all required proposals and quotations for expenditures over \$3000.00. Review the required documents with the Manager and



the BOARD. (Emergency maintenance and upkeep of the WPOA'S properties are exempt.)

- 4.10 Review and approve all expenditures of non-budgeted items, except in an emergency (see 4.9 above).
- 4.11 Perform such other duties that may be assigned by the BOARD.

#### Section 5. Vice President.

The Vice President shall:

- 5.1 Assume the duties of the President in the absence or incapacitation of the President.
- 5.2 Perform such other duties that may be assigned by the BOARD or the President.

#### Section 6. Secretary.

The Secretary shall:

- 6.1 Record and report the minutes of all Meetings of the BOARD.
- 6.2 Keep and maintain the post office address and telephone number of each member of the BOARD and any committees that may be named. A copy of this list shall be provided to each BOARD member.
- 6.3 Assume the duties of the President in the absence or incapacitation of both the President and the Vice President.
- 6.4 Keep records of attendance at all meetings and report quarterly to the President the status of each member.
- 6.5 Perform such other duties that may be assigned by the BOARD or the President.
- 6.6 Verify, void, or reject any signatures on proxies or petitions that appear irregular.

#### Section 7. Treasurer.

The Treasurer shall:

- 7.1 Be bonded. Such bond shall be paid for by the WPOA in such a sum and with such surety or sureties as the BOARD shall determine.
- 7.2 Have charge of and be responsible for all funds and securities of the WPOA. The WPOA Manager and designated employees of the WPOA are hereby granted the delegated authority of the Treasurer to receive and give receipts for monies that are due and payable to the WPOA from any source whatsoever.
- 7.3 Deposit all such monies in the name of the WPOA in such banks, trust companies or other depositories that are federally insured by insurance or bond assignment, as shall be selected by the Treasurer and approved by the BOARD.
- 7.4 Store all investment documents in a safety deposit box rented by the WPOA.
- 7.5 In the Presidents absence sign all documents listed in Section 4 above.
- 7.6 Before May 1st, have prepared for signature the necessary Resolutions to establish the signature levels on all WPOA bank accounts, trust companies, safety deposit boxes or other depositories where a signature is required to transact business.
- 7.7 Perform such other duties that may be assigned by the BOARD or the President.

#### Section 8. Assistant Treasurer.

- 8.1 An Assistant Treasurer may be appointed by the BOARD per section 1.1 above
- 8.2 The Assistant Treasurer shall:

- 8.2.1 Be bonded. Such bond shall be paid for by the WPOA in such a sum and with such surety or sureties as the BOARD shall determine.
- 8.2.2 Perform such other duties that may be assigned by the BOARD or the President.

## ARTICLE VII COMMITTEES

### Section 1. Committees.

The BOARD or the President may authorize various Committees to assist in the day to day operation of the WPOA. Each Committee shall consist of:

- 1.1 One Chairperson to be named by the President, when required.
- 1.2 Each committee shall consist of a minimum of three and a maximum of seven members as follows:
  - 1.2.1 A committee of three or four members shall be composed of the Chairperson, one TRUSTEE, if not the Chairperson, and two or three MEMBERS who are not TRUSTEES.
  - 1.2.2 A committee of greater than four members shall have a Chairperson, one (1) or two (2) TRUSTEES, plus three to six MEMBERS who are not TRUSTEES.
  - 1.2.3 Each committee may have consultants and/or experts sit temporarily on their committee.
- 1.3 The committees described in Sections 9, 10, 11, 12 and 13 of this article shall be named by thirty (30) days after a new board is installed.
- 1.4 with the exception of the Executive and Citation committees the president is an ex officio member of all the committees listed below.

### Section 2. Executive Committee.

The Executive Committee shall be composed of:

- 2.1 The Executive Officers (see ARTICLE VI, Section 1).
- 2.2 One (1) member of the BOARD elected as Member-at-large during the election of officers (see ARTICLE VI, Section 2).
- 2.3 The Executive Committee shall:
  - 2.3.1 Act as the Citation Review Committee (see Section 8 below).
  - 2.3.2 Review any changes to County, State or Federal Laws that might require changes to the CODE or any of the various R&R'S written to assist in the operation of this SUBDIVISION and refer them to the proper committee(s) for the appropriate action.
  - 2.3.3 Recruit, interview, and recommend to the entire BOARD candidates for the position of WPOA manager.
  - 2.3.4 Oversee the preparation of and approve the terminology in the contract with the manager before submitting it to the entire BOARD for vote, and if passed by a two-thirds (2/3) vote of the entire BOARD, to the WPOA President for signature.
  - 2.3.5 Review all formally appealed employee termination(s).

- 2.3.6 Review any complaints of hazardous conditions in the SUBDIVISION, which might be brought to its attention by any citizen or outside agency and assign the problem to the appropriate committee(s) or person(s) for correction. In the event the complaint concerns water or sewage, they shall refer the complaint to the WRWSD for action and resolution.

### Section 3. Chairperson's responsibility.

The Chairperson shall:

- 3.1 Chair all meetings of the committee.
- 3.2 Convey instructions from the BOARD.
- 3.3 Report, in a timely and professional manner, their findings, results and make suggestions to the BOARD.
- 3.4 Select members for the committee in accordance to ARTICLE VII, Section 1, paragraph 1.2.
- 3.4 Furnish to the Secretary a list of all committee MEMBERS names, addresses and telephone numbers.

### Section 4. Responsibility.

Each committee shall have responsibility to act as an agent of the BOARD; but the designation of the committees shall not operate to relieve the BOARD of any responsibility or to act in its capacity.

### Section 5. Term of office.

Membership shall continue until the next annual meeting unless the committee is terminated sooner or a MEMBER ceases to be qualified and is removed.

### Section 6. Removal from a committee.

Any committee member may be removed when, in the judgment of the Chairperson, this action is in the best interest of WPOA. The Chairperson shall notify the President of this action in writing.

### Section 7. Rules.

Each committee may adopt Rules for its own government not inconsistent with the CODE, the SUBDIVISIONS Restrictive Covenants, or with any ad hoc rules as may be adopted by the BOARD.

### Section 8. Citation Review Committee.

- 8.1 The Executive Committee (see ARTICLE VI, Sections 1 and 2) is the Citation Review Committee. The Chairperson is the President.
- 8.2 The Committee shall convene to:
  - 8.2.1 Review monthly, with the WPOA Manager and head of SECURITY, all warnings and citations issued by SECURITY.
  - 8.2.2 Levy monetary fines, other forms of restitution, or corrective action it deems necessary. The Security Manual shall serve as a guide to assist the committee in the determining the appropriate disposition of the charges. (Exception: Lawbreaking that requires local law enforcement action,

- however; this committee may also discipline the MEMBER as necessary.)
- 8.3 All Lake Waynoka Security citations and warnings shall be issued against the MEMBER responsible even if the offense was committed by his GUEST(S) or VISITOR(S). (See Security Manual for further information)
  - 8.4 Create and maintain the WPOA'S Security Manual. Adoption of this document must be by a two-thirds (2/3) vote of the entire BOARD.

#### Section 9. Finance Committee.

- 9.1 The chairperson of the Finance Committee is the Treasurer. The Treasurer shall submit a list of names, following the guide lines set forth in Section 1 of this ARTICLE, for approval by the BOARD. The Assistant Treasurer, if appointed, is automatically a member of this committee. Outgoing committee members may serve an indeterminate period of time with the intent that an adequate training period shall be provided for incoming members.
- 9.2 The Finance Committee shall:
  - 9.2.1 Review and approve WPOA'S annual budget before submission to the BOARD.
  - 9.2.2 Review WPOA'S monthly financial reports.
  - 9.2.3 Review and recommend possible investments of WPOA'S funds.
  - 9.2.4 Review all bids and quotations required for capital expenditures.
  - 9.2.5 At a minimum review quarterly with the manager, to adjust, if necessary, the budget amounts to better reflect WPOA income and expenses.

#### Section 10. Finance Advisory Committee.

The Finance Advisory Committee is established to provide professional advice and service to the BOARD on managing the WPOA'S investment portfolio. The Finance Advisory Committee shall:

- 10.1 Consist of five (5) members as follows:
  - 10.1.1 The Treasurer.
    - 10.1.1.1 The Assistant Treasurer shall sit on this committee as a non-voting member.
    - 10.1.1.2 In the absence of the Treasurer, the Assistant Treasurer shall have a vote.
  - 10.1.2 The Chairperson of the Long Range Planning Committee.
  - 10.1.3 Three (3) additional committee members recommended by the Treasurer and approved by the BOARD as follows:
    - 10.1.3.1 An outside consultant, to serve a five (5) year term, preferably from a bank or investment firm, versed in the type of financial investments that may be available, to WPOA, to achieve its long range objectives.
    - 10.1.3.2 a MEMBER, except TENANT, to serve initially a four (4) year term, who is not a TRUSTEE, selected from the SUBDIVISION.
    - 10.1.3.3 a member-at-large, to serve initially a three (3) year term, who may be an outside consultant or a MEMBER. Except TENANTS defined in 10.1.3.2.
  - 10.1.4 The appointees referred to in 10.1.3 should be versed in financial or business

- matters and have prior experience, if possible, in the business world.
- 10.1.5 The Chairperson of this committee shall be chosen from one of the appointees referred to in 10.1.3.
- 10.1.6 After the initial term these members shall be appointed to a five (5) year term and are eligible for reappointment.
- 10.1.7 Cause for removal shall for personal reasons or by action of the BOARD if requested by the Treasurer.
- 10.2 Compensation:
- 10.2.1 MEMBERS, except TENANTS serving on this committee shall serve as volunteers. Reimbursement for valid expenses may be received upon completion of a properly executed expense statement.
- 10.2.2 Committee members who are not MEMBERS. Except TENANTS may be paid through such channels as commissions, retainers, or by the hour. Any form of reimbursement received must be agreed to prior to their appointment to the committee
- 10.3 Have the following functions and authority:
- 10.3.1 To oversee the investment portfolio of the WPOA.
- 10.3.2 Determine the appropriate monetary amount to be maintained in the portfolio as a strategic reserve.
- 10.3.3 Recommendations of the committee shall be binding on the BOARD and unless the entire BOARD rejects them by a unanimous vote, shall be implemented. If rejected, the President must give, in writing, the specific detailed reasons for its rejection.
- 10.3.4 To evaluate and make recommendations to the Treasurer for the funding of major capital improvement projects, including equipment:
- 10.3.4.1 When the cost is expected to exceed \$30,000.00.
- 10.3.4.2 Where and how the funds are to be obtained.
- 10.4 If the source of the funds noted in 10.3.4 are to be in the nature of a loan from the WPOA investment portfolio, then said funds shall be secured by formal documentation (i.e., resolution) indicating the term and method of repayment. Such documentation shall be prepared by this committee and requires the signature of the entire BOARD prior to dispersal of any funds. All future WPOA budgets shall contain the necessary provisions for repayment of the loan(s).
- 10.5 If a scheduled repayment to the investment portfolio is deferred, by the BOARD or the Manager, for a period greater than sixty (60) days, the committee, by majority vote, shall have the authority to:
- 10.5.1 Notify the bank(s), trust companies, or other depositories, used by the WPOA that all signatories on said accounts are canceled.
- 10.5.2 Advise the bank(s), trust companies, or other depositories that chairperson of this committee and a committee member shall be authorized co-signators.
- 10.5.3 Withdraw sufficient funds to make the payment(s) that is scheduled.
- 10.5.4 Advise the bank(s), trust companies, or other depositors and the BOARD that they may re-institute the normal signatories.

## Section 11. Building Committee.

It shall be the Building Committee's responsibility to:

- 11.1 Create, maintain, and enforce the SUBDIVISIONS Building Code. This code must be approved by at least two-thirds (2/3) vote of the entire BOARD.

- 11.2 The committee shall be responsible for the approval/disapproval of all building permits submitted by the WPOA Manager, with his suggestions noted in writing, to this committee.
  - 11.2.1 Building permits, obtained from the Administration Office, are to be properly executed and, along with the required fee, submitted to the WPOA Manager for approval.
  - 11.2.2 The MEMBER must obtain an approved building permit before exterior construction can proceed.
  - 11.2.3 Interior remodeling of a MEMBERS domicile does not require a building permit.
- 11.3 The Chairperson shall sign all permits granted along with the WPOA manager.
- 11.4 Request legal counsel from the president when required.
- 11.5 Advise and recommend, to the BOARD, any action that may be required.
- 11.6 The WPOA must obtain an approved state building permit before any budgeted remodeling on WPOA property can proceed.
- 11.7 Disallowed building permits may be appealed to the BOARD by the MEMBER.

#### Section 12. Long Range Planning Committee.

It shall be the long range planning committee's responsibility to:

- 12.1 create and maintain WPOA'S long rang planning document. This document is to be updated annually. It should contain plans and budgetary considerations for a three (3) to five (5) year window into the future.
- 12.2 present the long rang planning document to the BOARD by the end of the first fiscal quarter and, if changed, quarterly thereafter for their consideration.

#### Section 13. Rules and Regulations Committee.

It shall be the responsibility of the Rules and Regulations Committee to:

- 13.1 Review and update all regulatory documents of the WPOA.
- 13.2 To obtain the necessary approval before implementing any new/changed restrictions.
- 13.3 The exception to the Rules and Regulations Committee's far reaching authority is the contents of the Building Code.

#### Section 14. Lake Advisory Committee.

It shall be the responsibility of the Lake Advisory Committee to:

- 14.1 Recommend to the BOARD each year by the September meeting:
  - 14.1.1 Whether the Lake should be lowered.
  - 14.1.2 How low to drop the Lake below pool.
  - 14.1.3 Length and time the Lake should be kept in the lowered condition.
  - 14.1.4 When to open and close the valve before, during and when lowered.
- 14.2 Advise acceptable options for lake erosion control to MEMBERS.
- 14.3 Assist the Building Committee and Lake Manager in shore line protection for WPOA'S Lake Property.
- 14.4 Perform studies of the Lake on, but not limited to, lake ecology, dredging, environmental concerns, using outside consultants when necessary.
- 14.5 Writing, maintaining, and submitting to the Rules and Regulation Committee the

WATERCRAFT Rules and Regulations, including but not limited to:

14.5.1 The proper State and WPOA licensing of WATERCRAFT.

14.5.2 Defining WATERCRAFT'S insurance requirements.

14.5.3 The operation and safety while operating a WATERCRAFT on Lake  
Waynoka.

14.6 Determine whether, because of weather conditions, activity on the Lake should be restricted or terminated.

Section 15. Other Committees.

Committees not having and exercising the authority of the BOARD in the management of the WPOA may be designated, by a motion, and approved by a majority of the BOARD.

ARTICLE VIII  
GIFTS

Section 1. Gifts.

The BOARD may accept on behalf of the WPOA any contribution, gift, bequest, or devise to be used solely for the benefit of the WPOA. (See R&R'S for more definitive information.)

ARTICLE IX  
FISCAL YEAR

Section 1. Fiscal year.

The fiscal year of WPOA shall begin on the first day of March and end on the last day of February each year.

ARTICLE X  
FINANCIAL BOOKS AND RECORDS

Section 1. Financial Books and Records.

The WPOA shall keep correct and complete books and records of accounts, and shall keep minutes of the proceedings of its BOARD and Committees.

Section 2. Inspection of Records.

All books and records of the ASSOCIATION may be inspected by any MEMBER, his agent or attorney, for any proper purpose, at any reasonable time during normal business hours and upon reasonable advance notice. Inspection of records shall be under the supervision of the WPOA Manager or such staff employee as may be charged with the maintenance of such WPOA records. An appropriate charge may be assessed for copies.

Section 3. Audit of Records.

An Annual audit of the WPOA's financial books and records shall be performed in the month of March by a qualified accountant (CPA) who shall attest to the financial condition of the WPOA to the BOARD.

ARTICLE XI  
WAIVER OF NOTICE

Section 1. Waiver of Notice.

Whenever any notice is required to be given under the provision of the Not-For-Profit Corporation Law of Ohio or under the provision of the Articles of Incorporation of the WPOA, the CODE or the WPOA, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII  
AMENDMENTS TO THE CODE OF REGULATIONS

Section 1. Changes.

Proposed changes or amendments to add, amend, alter or repeal sections of these CODES can only be made by either a:

- 1.1 Two-thirds (2/3) vote of the entire BOARD.
- 1.2 Petition signed by not less than three hundred (300) MEMBERS.

Section 2. Method of Changes.

All changes or amendments suggested must be voted on by the MEMBERS through either a:

- 2.1 Mailed ballot to all MEMBERS.
- 2.2 Special MEMBER Meeting (see ARTICLE III, Section 2).

Section 3. Majority Vote Rule.

Amendments to these CODES shall be enacted if sixty percent (60%) of the:

- 3.1 Ballots returned approve the proposed amendment.
- 3.2 MEMBERS present at a Special MEMBERS meeting approve the proposed amendment.

ARTICLE XIII  
HISTORIAN

Section 1. WPOA Historian.

The President shall appoint a MEMBER as the official WPOA Historian who shall serve for an indeterminate period with the intent being to provide adequate continuity of the WPOA'S historical information.



**RESTRICTIONS**  
**LAKE WAYNOKA SUBDIVISION, BROWN COUNTY, OHIO**

The Warranty Deed from SELLER (Grantor) to PURCHASER (Grantee) shall contain the following restrictive covenants.

**RESIDENTIAL SUBDIVISION**

1. Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to rezoning (if any), as business areas, commercial areas, or camper areas on the recorded plats by Lake Waynoka, Inc.
2. Not more than one single family dwelling house may be erected or constructed on any one lot and no more than one building for a garage (attached or unattached) and one (1) for storage purpose. Further no building or structure of any kind shall be erected prior to the erection of a dwelling house. No structure shall have tar paper, roll brick siding or similar material on outside walls. All building exteriors must be completed within six (6) months from the date the construction commences. No unattached outbuilding shall be used or occupied as a dwelling house. No house trailers, mobile homes, campers, tents, shacks, or similar structure shall be erected, moved to or placed permanently upon said premises. Overnight campers are restricted to designated camping areas.

**BUILDING CODE**

3. No residence shall have less than 900 sq. ft. of living space on the ground floor, or first floor for a two (2) story dwelling and 1050 sq. ft. of living space for a one (1) level dwelling, exclusive of porch and deck areas, breeze-ways, garages, walkways and storage building. No porch or projection of any building shall extend nearer than forty (40) feet to any road right of ways, nor nearer than ten (10) feet to the property line of any abutting property owner, nor within fifty (50) feet from the normal water line of any lake located on Lake Waynoka Subdivision, as the same are shown on recorded plats.

All plans and specifications for any structure or improvement to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, as well as all remodeling, reconstruction, alteration, or additions thereto on any lot shall be subject to and shall require the approval in writing of Lake Waynoka Property Owners Association, Inc. or its duly authorized agent before any such work is commenced. Said Association shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all the provisions of these restrictions or the rules and regulations promulgated by said Association or when (1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures, (2) the plans and specifications submitted are incomplete, or (3) the Association deems the plans, specifications or details of any part thereof, to be contrary to the interest, welfare of rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Association shall be final. Neither the Association, its agents nor Lake Waynoka, Inc. or its agents shall be responsible for structural deficiencies or any other defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions.

**SANITARY SPECIFICATIONS**

4. No outside toilet shall be allowed on the premises. No untreated waste shall be permitted to enter any lake on Lake Waynoka Subdivision. Each dwelling shall have an individual sanitary unit and the owner of said lot shall install a type of unit that complies in all respects with the requirements of the Brown County Department of Health or other governing legal authority. Each lot owner shall obtain authority from the appropriate legal authority prior to the installation of any sanitary unit and shall further be bound by all orders or recommendations of such authority and/or Authorities with regard to repair, alteration or replacement of the installed sanitary unit and with regard to the water supply to said lot.

No drain field or other disposal system shall be allowed nearer than sixty (60) feet to the normal high water mark of any lake on Lake Waynoka Subdivision.

No individual water wells shall be allowed on any residential lot, and each resident shall use the water supply from the Public Utility Water Company owning and operating waterworks facilities within Lake Waynoka Subdivision.

Any malfunction of a sanitary unit, after being reported to the lot owner by the Association or any Board of Health and not repaired within seven (7) days may be cause for termination of water service until such repairs are affected.

Lake Waynoka, Inc. has authorized the Brown County Commissioners to establish a Sewer District to serve Lake Waynoka Subdivision.

If and when said Sewer District determines it feasible to provide a central sewer system the cost of the same may be assessed to the lot owners of Lake Waynoka Subdivision.

**MISCELLANEOUS SUBDIVISION RESTRICTIONS**

5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No animals or fowl shall be kept or maintained on said lot except customary household pets.

No signs of any kind shall be displayed on any lot without the written permission of Lake Waynoka, Inc. or its successors or assigns.

All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by the Property Owners Association in which event a proper charge for the same will be assessed and collected as provided in Restriction Number 8 hereof.

6. No boat docks, boat covers, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Lake Waynoka, Inc. or its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of the Lake Waynoka Property Owners Association, Inc. Docks and boat covers shall require a permit to install obtained from the Lake Waynoka Property Owners Association, Inc. (See Code of Regulations for more details).

WPOA shall have the authority to remove a deteriorated dock, boat cover, float, or other structures extending into the lake after they have been designated a hazard for the second time by the Lake Advisory Committee and the appropriate notification (registered letter, return receipt requested) has been given to the owner. Placement of this letter in the United States Postal Service shall constitute evidence of delivery when addressed to the address listed in the office of the Waynoka Property Owners Association, Inc. Removal of the deteriorated dock, boat cover, float, or other structures from the Lake will occur sixty (60) days after notification and be at the owner's expense. [revised 12/14/96]

## EASEMENT DEFINITIONS

7. Lake Waynoka, Inc. for itself, its successors and licensees reserves an easement upon all sixty (60) foot road rights of way, reserves a fifteen (15) foot wide easement along all road rights of way and a five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires; braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches and other services and appurtenances thereto, for the convenience of the property owners, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above. If and when the Sewer District established by the Brown County Commissioners determines it feasible to install a central sewer system such District shall have, and it hereby is, granted the right, along with other authorized utilities, to use the herein reserved easements to install and maintain such central sewer system. Exceptions: (1) where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement unless it is shown on recorded plats; (2) no easement shall exist on that portion of any water front lot *running* along or abutting the shoreline of Lake Waynoka, unless shown on the recorded plats, except, however, Lake Waynoka, Inc. for itself, its successors, assigns and licensees reserves the right to cause or permit drainage of surface water over and/or through said lots. Lake Waynoka, Inc., its successors or assigns, reserves an easement on, over or under all road rights of way for the purpose of installing, operating, and maintaining the above mentioned utilities and drainage. The owners of said property shall have no cause or action against Lake Waynoka, Inc., its successors, assigns, or licensees either at law or inequity excepting in case of willful negligence, by reason of any damages caused said property in installing, operating, removing or maintaining the above mentioned installation. Lake Waynoka, Inc., its successors and assigns, reserves all mineral rights to the lands hereto, and the rights for the installation of Cable Vision. [as amended 12/14/96]

8. Each lot owner in Lake Waynoka Subdivision shall be subject to an annual dues charge (see definitions in Code of Regulations) set by the BOARD, which the OWNER agrees to pay to Lake Waynoka Property Owners Association, Inc., its successors and assigns, as provided in the Code of Regulations of said Association, annually, on the 1 St day of April commencing in the year following the date of the Agreement to Purchase, for the improvement, maintenance and upkeep of the various areas reserved for the use of the property owners, irrespective of whether the privileges of using such area are exercised or not and shall further, upon applying for membership in said Association, pay the initiation fee as it then established by the Association pursuant to its Code of Regulations. Grantee agrees that the use of any of the above mentioned area shall be subject to approval of grantee, his heirs, executors or assigns, for membership in Lake Waynoka Property Owners Association, Inc., as herein provided and to comply with all rules and regulations from time to time promulgated by said Association. Grantee, for himself, his heirs, executors and assigns, further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and that upon the conveyance of any part of the land described herein, the purchaser thereof and each and every successive owner and/or owners shall from the time of acquiring the covenant and agree, as aforesaid to pay to Lake Waynoka Property Owners Association, Inc., its successors and assigns, all charges past and/or future as provided in, and in strict accordance with the terms and provisions hereof.

As part of the consideration herein, Grantee for himself, his heirs, executors or assigns, agrees that he will not sell, assign or convey to any person or persons, not approved for membership in Lake Waynoka Property Owners Association, Inc., and all persons owning residential lots in said Subdivision shall be members of said Association.

In order to preserve and protect the integrity and quality of Lake Waynoka for the use and enjoyment of all the property owners of Lake Waynoka Subdivision, Waynoka Property Owners Association, Inc. shall have the special power and authority to require the owner of any lot abutting the Lake to exercise appropriate shoreline erosion control measures to reduce or avoid damage to the Lake as a result of silt deposits. In the event the owner or any lot abutting the Lake fails or refuses to exercise such appropriate shoreline erosion control measures within a reasonable amount of time after being requested to do so by Waynoka Property Owners Association, Inc. said Association shall have the right to effect such appropriate shoreline erosion control and assess a proper charge for the same against the owner thereof, which said charge, if unpaid, shall constitute a lien encumbrance on or against said lot, tract or parcel of lands, which lien shall be equal to and participate with other liens as provided by law. [as amended 12/14/96]

### **POTABLE WATER AVAILABILITY/USAGE**

9. Grantee, for himself, his heirs, executors or assigns, agrees that as a consideration of sale, and as a condition precedent to the installation of water mains adjacent to the lots herein described, which said mains are to be located by Lake Waynoka, Inc., its successors or assigns that the Grantee(s) jointly and severally promise to pay to the Grantor or its assignee a minimum of \$5.00 per month, payable annually in advance, so long as water service is available. Payment thereof for the first year or part thereof shall be due on the first day of the month immediately following the availability of water service to Grantee, his heirs, executors or assigns, whether or not an actual water service connection is then in existence to said Grantee, his heirs, executors or assigns, for the period beginning with said month and ending on March 31st subsequent thereto, and thereafter due and payable in the amount of \$60.00 annually in advance on the 1st day of April of each year. The foregoing charge is for the availability of water service and is not a contribution in aid of construction. The Grantor, its successors or assigns, upon receiving a written request and \$195.00 will install a water service connection from the main to the Grantee's lot line, and thereafter Grantee, his heirs, executors or assigns shall pay a minimum water service fee, regardless of use, of \$5.00 per month in lieu of and in the same manners as the water availability charge.

The aforesaid charges are subject to change by the Public Utilities Commission of Ohio. Exceptions and further explanations pertaining to conditions for water service have been, or will be, recorded in the Office of the Recorder of Brown County, Ohio, and are hereby incorporated in and expressly made a part of this Agreement by reference.

Charges for water service and for the availability of water service which are not paid within ten (10) days after the first day of the month in which they are due shall be increased by a ten percent (10%) overdue charge. Any costs incurred by the Grantor, its successors or assigns, in the collection of the aforesaid charges shall be borne by the Grantee, his heirs, executors or assigns. It is understood and agreed that the above mentioned considerations, if unpaid, shall constitute a lien encumbrance on or against said lot, tract or parcel of lands, which lien shall be equal to and shall participate with other liens as provided by law. With regard to the Agreement to pay the Grantor, its successors or assigns, the aforesaid charges, the Grantee, his heirs, executors or assigns and each successive Grantee, authorizes and empowers any attorney at law to appear in any court of record in the state of Ohio, or elsewhere, from time to time and as many times as shall be deemed necessary by Grantor, its successors or assigns, and waive the issuing and service of process and confess a

judgement against said Grantee, his heirs, executors, assigns, or successor or successive Grantees, in favor of such Grantor, its successors or assigns, for the amount then due, together with costs of suit with or without declarations, without defalcations and without stays of execution and thereupon release all errors and waive all rights of appeal.

10. These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors or assigns, and if said Grantees, their heirs, executors, administrators, successors, and assigns, shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any land in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, or to recover damages for such violation. The restrictions, conditions, covenants or agreements set forth in Paragraphs 1,4,5,7,9 and 10 shall continue until January 1,2020 A.D., and all the other restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1976. All restrictions may be thereafter changed, altered, amended or revoked in whole or in part by the owners of the lots in the Subdivision whenever the owners of at least two thirds of the said lots so agree in writing, or by action of the Lake Waynoka Property Owners Association at a meeting duly called for said purpose by a vote of at least a majority of the members thereof. Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

**The restrictions conditions, covenants or agreements set forth in Paragraphs 1,4,5,7,9 and 10 shall continue until January 1, 2020 A.D.,**

**And all the other restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1976.**

All restrictions may be thereafter, changed, altered, amended or revoked in whole or in part by the owners of the lots in the Subdivision whenever the owners of at least two thirds of the said lots so agree in writing,

Or

By action of the Lake Waynoka Owner's Property Association at a meeting duly called for said purpose by a vote of at least a majority of the Members thereof.

Any invalidation of any of these covenants or restrictions shall in no way affect any of the provisions thereof which shall thereafter remain in full force and effect.