

# Holiday Lakes Property Owners Association

## Member Handbook



**June 2023**

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# Rules and Regulations

## NOTES:

- Rules and Regulations of HLPOA can be added, changed, or removed with a majority vote from the HLPOA Board of Directors.
- See rule R35 for the procedure to file a complaint regarding the violation of any of the following Rules and Regulations.

## MEMBERSHIP:

**R1.** The qualifications for membership are set forth in Article 3 of the HLPOA bylaws. Conferred membership relates to membership upon certain individuals by the Ohio Sporting Club, Inc. at the time of the formation of the Holiday Lakes Subdivision.

## MEMBERSHIP IDENTIFICATION:

**R2.** Membership identification (Wrist bands) will be provided to each member and to each person in the immediate family unit. Said identification cannot be assigned or transferred. The wrist bands admit the member and his/her immediate family to the community facilities and thereby entitles them to the attendant privileges of the Holiday Lakes Subdivision. Members and their immediate family shall present IDs to any Association member and to designated Association personnel when requested, to ensure that only authorized persons are permitted within the Holiday Lakes Subdivision and are utilizing the Association's facilities.

*Community Facilities* shall include all property owned by the Association and shall include by way of illustration and of limitation, the roads, lakes, green areas, the common property and all improvements and structures thereon.

*Immediate Family* shall include all individuals who fall within the definition of dependents as prescribed by the Internal Revenue Service.

## GUEST IDENTIFICATION:

**R3.** Member's guests may utilize the community facilities and when such guests are unaccompanied by a member, they shall carry and display a wrist band furnished by the Association and issued to the member. Guests, when unaccompanied and when requested by any Association member or by designated Association personnel, shall present a wrist band for examination. Members shall be responsible for the conduct of their guests. Eight (8) guest tags will be issued to each member, and no member shall be entitled to sponsor more than eight (8) guests at any time. There is no restriction on the number of guests allowed each member in the dwelling on such member's property.

## REPLACEMENT IDENTIFICATION:

**R4.** Wrist bands are changed out yearly so any lost bands will not be replaced. Broken bands may be brought into the office and replaced.

## LODGE:

**R5.** Holiday Lakes Lodge has been provided on the west shore of the lake, near the parking area off the main entrance from Niver Road. It overlooks the main beach area. All commercial rights in Holiday Lakes will be exercised only by reputable business organizations, whose activities will be adequately restricted and properly supervised. Restrooms and dressing areas will also be provided members, their families, and guests in the lower level of the Lodge. Members and guests should be particularly careful and prudent in the use of these rooms and facilities therein since the disposition of all sanitary waste is by aeration system. If there is

damage to the Lodge or restrooms/dressing areas the person responsible for such damage will pay the cost of repairs plus a fine of **\$250.00**

#### **BEACHES:**

**R6.** No alcoholic beverages, bottles, glassware, or pets are allowed in the beach areas. Members assume full responsibility for the welfare and safety of their children and guests utilizing beach areas, and such members should provide adult supervision to safeguard such children and guests. **FINE: \$100.00.**

**R6b.** In addition, such pets, glassware, bottles, or alcoholic beverages must be **IMMEDIATELY** removed from the beaches.

#### **CHILDREN'S PLAY AREA:**

**R7.** The children's play area has been established for member's children and their guests only and is equipped with swings, teeter-totters, games, slides, and other items. Children's parents shall be responsible for the conduct and safety of their children and their guests. **\$100.00** fine if there is any activity that could result in the destruction of property and cost of repair of property should there be damage. Should there be deliberate harm to oneself or harm to others in the playground area, the Sheriff will be notified and a **\$250.00** fine imposed which will be payable by the parents of the child.

#### **BOAT DOCKS:**

**R8.** Boat docks will be provided by the Association in designated areas owned by the association. The Association provides both temporary and seasonal rental docks. The association will maintain all docks located on association property.

**Temporary Docks** are for the use of the membership on a first come first served basis. Temporary docks can be used by the membership for visiting the beach, lodge or restaurant. Overnight docking is prohibited at the temporary docks. Members should be mindful and respectful in the use of the temporary docks. In the event of special events the Association has the right to reserve the temporary docks without notice, ie. Lakefest. Any damage done to the temporary docks should be reported immediately to the Holiday Lakes office.

**Seasonal Rental Docks** are provided to members on a seasonal basis. Dock fee must be paid in full at the time of the rental. The association will maintain a list of members requesting seasonal dock rentals. In the event there is more request for seasonal docks than there are docks available the association will maintain a wait list of members requesting a seasonal dock. Only members in good standing may rent seasonal docks.

1. Each voting member may rent one (1) seasonal dock at the prevailing rental rate.
2. Members renting a seasonal dock must complete a rental dock agreement.
3. Seasonal docks may not be rented, leased or subleased to any other member or person.
4. Watercraft parked at seasonal docks must be registered to the renting member.
5. The renting member is responsible for any damage to the seasonal docks that is deemed excessive. The event of excessive damage the renting member will be responsible for the cost of all repairs to the dock.
6. Seasonal dock rentals must be requested no later than May 1<sup>st</sup>. Any seasonal rental docks not rented by May 1<sup>st</sup> will be offered to the next requesting member.

The association reserves the right to fine, revoke or terminate a member's rental agreement of the seasonal dock immediately for failure to pay dues, excessive fines, excessive damage to the dock or in the event that the member is allowing another member to use the seasonal rental dock.

In the event that the association constructs additional seasonal docks they will be subject to a yearly lottery system.

The association does permit additional temporary boat parking in designated areas on the beaches on a first come first served basis. Members should be mindful of parking in these areas are very popular and every effort should be made to maximize the available parking. Overnight parking on the beaches is not permitted.

## **BOATS:**

**R9.** There is no restriction of the kind of boats on the main lake, however, there are restrictions as to length and speed as set forth in the Boating and Swimming Rules attached hereto and made a part hereof. The fishing lake (Big Bass) is restricted to rowboats, paddle wheels and canoes with electrical power (no gas engines). Any violation of the Boating Rules may be the basis for the suspension or revocation of boating privileges and or a **\$100.00** fine.

## **Watercraft registration**

Each member/owner registering a watercraft is required to provide a copy of proof of ownership (title or bill of sale) and a copy of current State of Ohio registration. Each member is also required to sign a Boating Rules attestation.

What you will need for boat registration:

1. Copy of Proof of ownership
2. Copy of Current State Registration
3. Signed Boating Rules attestation.

Only watercraft owned and registered by a member is permitted on Holiday Lakes. Watercraft must have a current registration with the State of Ohio in accordance with Ohio Revised Code (ORC) 1547.

Each watercraft must have a current Holiday Lakes registration sticker and lot number displayed in accordance with rule B10 & B11. Lot Number shall not be less than 3 inches in height and shall be posted on both sides of the watercraft above the waterline and approximately 12 inches from the stern. The Holiday Lakes registration sticker should be placed in close proximity to the lot number.

As a reminder members may only register one (1) of each type of motorized watercraft i.e. Pontoon, powerboat and jet ski. Refer to Holiday Lakes Boating and Swimming Rules in the membership handbook for additional information.

No boats will be launched by the association staff without having current State of registration and Holiday Lakes registration stickers.

***\*SEE BOATING AND SWIMMING RULES FOR ADDITIONAL BOATING AND SWIMMING RULES\****

## **ASSOCIATION LIABILITY:**

**R10.** The Association assumes no responsibility or liability for property loss or damage, or for personal injury or other calamity resulting from the use of any of the lakes or other community facilities in the Holiday Lakes Subdivision.

## **BUILDING CONSTRUCTION:**

**R11.** An Architectural Committee has been appointed by the Association to review and approve member's plans and specifications for dwelling and other permitted structures in advance of erection, which plans, and specifications shall be in conformance to the Building Code attached hereto and made a part hereof.

**BUILDING RENTAL:**

**R12.** Members, in accordance with the provision of ARTICLE 11 of the Code of Regulations may rent their dwelling and appurtenant structures.

**PICNIC AREAS:**

**R13.** Picnic areas are equipped with barbecue pits and picnic tables have been established around the main lake for your use. Trash cans for the deposit of waste materials have also been provided in those areas. Members using these areas shall be responsible for clean-up of these areas after use. Members also have the responsibility of ensuring that all of their fires are confined to the pits and are extinguished after use and shall be responsible for any fire damage caused by such members or their guests. If there is damage to picnic areas, the person responsible for such damage will pay the cost of repairs plus a fine of **\$250.00**.

**LAKEFRONT LOTS:**

**R14.** Members with lakefront lots may erect and maintain a boat dock, boathouse and/or raft on their beach, but must have written permission in advance from the Association or its representative who retains authority to approve the location, size, erection, and construction. A boathouse is defined as a building for the storing of a member’s registered boat and/or associated equipment only. Two (2) copies of boathouse plans including appropriate structural details, elevations of the four (4) sides of the boathouse, an orientation of the boathouse on the member’s lot shall be submitted to the Architectural Committee. Said committee shall review member’s plans and specifications for a boathouse in advance of erection thereof, which plans shall be in conformance with the B.O.C.A. Building Code, Holiday Lakes Building Code, Dee Restrictions and Rules and Regulations. After completion of the boathouse, the owner shall maintain the boathouse in accordance with the standards established by the Holiday Lakes P.O.A. Inc. Open Lake docks can extend 18 feet into the lake. The Code Enforcer will determine the size of docks in the inlets and coves. **\*Effective Dec 2012**

**OFF WATER LOTS:**

**R15.** Members with off water lots may enjoy the use of all community facilities but may not trespass or cross over any member’s lakefront lots without the explicit permission of the owner.

**ROADS:**

**R16.** The roads within the Holiday Lakes Subdivision are private property, owned and maintained by the Association, for the use of members and guests only; any other persons using the roads without proper authority shall be treated as a trespasser and subject to civil and criminal penalties. Members, their families, and guests are required to present identification or to furnish information if so, requested by authorized personnel.

**\$250.00 fine for going over 25mph and a \$250.00 fine for reckless operation as defined by Ohio Code plus repair of any damage to roads or property.**

**LAKES:**

**R17.** Mirror Lake, Big Bass Lake, and Holiday Lake are man-made bodies of water located within Holiday Lakes Subdivision and maintained by the Association for the use of members and their guests only; any other persons found upon the lakes, or the adjacent embankments shall be treated as a trespasser and subject to civil and criminal penalties.

**GREEN AREAS:**

**R18.** All Green Areas owned by the Association, whether used for picnics, boating, launching or other recreational use, are private property, owned and maintained by the Association, for the use of members and

their guests only; any other persons found upon such Green Areas will be treated as a trespasser and subject to civil and criminal penalties.

#### **CAMPING:**

**R19.** On October 20, 2002, HLPOA membership voted to permanently close the campground. Effective November 1, 2002.

#### **HUNTING:**

**R20.** Hunting and the use of firearms in and throughout the Holiday Lakes Subdivision is prohibited, pursuant to Section 1553.17 of the Ohio Revised Code. Trapping is also prohibited, except where the Association or its representatives may permit trapping by box traps only in season and in compliance with all related stated laws, where trapping would be done for the preservation and safeguarding of the shorelines, dams, and streams of the Holiday Lakes Subdivision. Unless prior written consent is obtained from a lot owner, all such trapping and entry shall be conducted on Association property only. Hunting under special written permission of the Directors and with the permission of the Ohio Department of Natural Resources may be permitted on occasions of health and safety of Holiday Lakes residences.

**\$250.00 FINE FOR HUNTING OR USE OF FIREARMS WITHIN HOLIDAY LAKES AND A \$2000.00 FINE FOR SUBSEQUENT HUNTING OR USE OF FIREARMS.**

#### **PETS:**

**R21. A.** No member, who is an owner of a dog, or other pet, shall permit such pet to run at large, pursuant to Section 955.22 of the Ohio Revised Code, in the Holiday Lakes Subdivision, but shall at all times, keep such pets confined upon the premises of the member or under reasonable control of some person in the form of a leash or tether. Members wishing to report violation should contact either the Dog Warden or Sheriff's Department.

**\$100.00 first violation and \$200.00 for each subsequent violation.**

**R21B.** Dogs must not be allowed to bark continuously, or at inconvenient times, to the annoyance of neighbors. Complaints of excessive barking will be investigated and a fine of **\$30.00** may be assessed to the property owner for failure to correct the situation. Further violations will be referred to the Huron County Dog Warden for enforcement.

**R21C.** No resident may have on their property a "vicious dog" meaning a dog that, without provocation, meets any of the following:

- (1) Has killed or caused serious injury to any person.
- (2) Has caused injury, other than killing or serious injury to any person, or has killed another dog:  
**\$100.00 fine** for first violation and **\$1,000.00 fine** for subsequent violations.

**R21D.** No resident may have on their property Exotic Animals or Farm Animals

- (1) "Exotic animals" includes lions, tigers, leopards, panthers, cougars, bobcats, bears, wolves, foxes, apes, gorillas, alligators, crocodiles, poisonous or constrictor snakes and any other member of the animal kingdom not defined as a domestic animal or farm animal in this section which is not native to the community and presents a risk or harm to human beings.
- (2) "Farm animals" include horses, ponies, mules, donkeys, cows, pigs, sheep, goats, buffalo, llamas, alpacas, and any other animals which are raised for the purpose of providing food,

entertainment and clothing or to be used as a beast of burden and not classified as a domestic or exotic animal in this section.

**\$250.00 fine for any infraction**

**MOTORIZED VEHICLES:**

**R22.** No motorized Three/Four Wheelers, mopeds, go-carts, trail bikes or other motorized bikes (hereinafter collectively referred to as motorized vehicles) shall be operated within the Holiday Lakes Subdivision, EXCEPT under the following conditions:

**R22A.** The operator must be a minimum of 16 years of age. The parents of operators who are under the age of sixteen will be fined **\$250.00**

**R22B.** The use and operation of such motorized vehicles shall be permitted on the common roadways located in the Holiday Lakes Subdivision and on designated trails/areas authorized by the HLPOA Board of Directors.

(1) **Authorized vehicles** include: Golf Carts, UTVs, Side-by-Sides, Snowmobiles PROVIDED, that the speed limit and other traffic regulations which apply generally to motor vehicles, are strictly observed. Moreover, the use and operation of such motorized vehicles shall be permitted in such areas as the Board of Directors in their sole discretion, may hereafter designate. Unless and until an area is so designated in writing by the Board of Directors, the use and operation of such motorized vehicles in the Green Areas or other common areas, except as noted above shall not be permitted.

(2) Any person doing damage to said Green Areas or any other property owned by HLPOA will pay the cost of repairs plus a fine of **\$250.00**.

**R22C.** All such motorized vehicles shall be equipped with mufflers or other sound reducing devices, and when operated on the roadways of the Holiday Lakes Subdivision, shall be equipped with at least one driving light and at least one combination tail/braking light in good working order.

(1) **\$200.00 fine** on any such motorized vehicle which is not equipped with mufflers (or other sound reducing devices).

(2) **\$200.00 fine** on any such motorized vehicle not having at least one driving light and one combination tail/braking light.

**R22D.** All such motorized vehicles must be annually registered at the Lodge Office of the Association and the owner of any such vehicle must sign a statement that they shall be financially responsible for any and all damage occasioned by or arising from the use of such motorized vehicles.

(1) **\$100.00 fine** for any such motorized vehicle which is not HLPOA registered.

(2) If any damage is done, the person responsible (or the parent of a minor) will pay the cost of repairs plus a **fine of \$50.00**.

(3) Operators of such motorized vehicles who trespass on private property or operate such vehicle in violation of this Rule and Regulation R22, shall be subject to having their driving rights of motorized vehicles in the Holiday Lakes Subdivision suspended or revoked, and in addition, shall be subject to possible civil suit and/or prosecution.

(4) Motorized go-carts can only be operated on owner's personal property. Parents /Guardians of go-cart operators will be **fined \$250.00 if in violation of the above rule plus must pay for any damage done to either Association on personal properties.**

**VOTING REGISTRATION:**

**R23.** In the absence of an appointment of a Board of Elections by the Board of Directors pursuant to Article 3 of the HLPOA Bylaws, or in such Board of Elections shall be appointed and fail to make reasonable Rules and Regulations to govern the conduct of the elections as provided in said Article III of the



HLPOA Bylaws, then in such event the following Rules and Regulations shall apply to the Annual and Special Meeting held pursuant to Article 3 of the HLPOA Bylaws of the Code of Regulations:

- A. Registration of lot owners desiring to vote will start 3 hours before the starting time of said scheduled Annual or Special meeting.
- B. Registrations must be done in person by the lot owner desiring to vote.
- C. Registrations will promptly end 30 minutes prior to the schedule starting time of said Annual or Special meeting. Members in line at 30 minutes before the scheduled starting time of said meeting will receive voting material if qualified to vote.
- D. Voting members delinquent in lot charges, membership dues, associate membership dues and other delinquent charges may qualify to vote by paying all delinquencies before the cutoff time for registration.

#### **INOPERATIVE MOTOR VEHICLE:**

**R24.** No lot owner shall cause or permit to be stored on any lot or community facility in the Holiday Lakes Subdivision any dismantled or apparently inoperative motor vehicle or any unlicensed motor vehicle, except in a licensed collector's motor vehicle, for a period of more than 3 days, unless the same is kept or stored in a completely enclosed, authorized and permitted building or garage on such lot. Any such motor vehicle shall be deemed inoperative when the failure of the engine, transmission or other mechanical part results in the vehicle being not usable for transportation of persons. The Sheriff's Department of Huron County or any other person authorized by the Board of Directors is hereby authorized by the Directors to serve written notice on property owners or persons in possession of any such lot or land upon which an unlicensed or apparently inoperative motor vehicle is stored contrary to the provision hereof. Any person who has been notified or who is the owner of or in charge of or in possession of any such lot or land on which any such vehicle is stored and who fails to remove the same after a period of 3 days following date of service, shall be deemed in violation of this Article R24.

Collector's Vehicle means any other vehicle having a fair market value of \$100.00 or more, whether operable or not, that is owned, maintained, and used essentially as a collector's item, but not as the owner's principle means of transportation.

Licensed Collector's Vehicle means a collector's vehicle that displays current valid license tags issued under Section 4503.45 of the Ohio Revised Code, or similar type of motor vehicle that displays current, valid license tags issued under laws of other states. The owner must also show reasonable progression of being refurbished each 6 months.

**\$250.00 fine** plus any towing fees and storage fees for any dismantled or inoperative motor vehicle stored on any lot. Any such motor vehicle that has been left for more than 7 days without the written consent of the Board of Directors may be impounded by the Sheriff of Huron County pursuant to Section 4513.60 of the Ohio Revised Code. **Effective 7/7/2004**

#### **SERVICE ON MOTOR VEHICLES:**

Inoperative/derelict watercraft **Effective 5/1/2013**

**R25.** No lot owner shall cause or permit to be stored on any lot or community facility in the Holiday Lakes Subdivision any dismantled or inoperative or derelict watercraft for a period of more than 30 days, unless the same is kept or stored in a completely enclosed, authorized, and permitted building or garage on such lot. Any such watercraft shall be deemed inoperative when the failure of the engine, transmission or other mechanical part results in the watercraft being not usable for transportation of persons. The Sheriff's Department of Huron County or any other person authorized by the Board of Directors is hereby authorized by the Board of Directors to serve written notice on property owners or persons in possession of any such lot or land upon which an unlicensed or inoperative/derelict watercraft is stored contrary to the provision hereof. Any person who has been so notified or who is the owner of or in charge of or in possession or any such lot

or land on which any such watercraft is stored and who fails to remove the same after a period of 30 days following date of service, shall be deemed in violation of this Article R25.

**VEHICLES/BOATS LEFT ON HOLIDAY LAKES PROPERTY:**

**R26.** A. No vehicle, boat, or motorized vehicle (as defined in Section 4501.01 of the Ohio Revised Code) or any other object can be left on any road, right-of-way, Green Area, or other common area in the Holiday Lakes Subdivision without the written permission of the Board of Directors. Any such vehicle, boat, motorized vehicle, or any object may be impounded by the Sheriff of Huron County pursuant to Section 4513.60 of the Ohio Revised Code or removed by order of the Board of Directors at the owner's expense.

**\$250.00 fine per month, plus any towing fees and storage fees.**

B. On a case-by-case basis, the HLOPA Directors may allow residents to park on Holiday Lakes' rights-of-way, directly in front of their residences. These parking areas must be tarred and chipped, blacktopped, or concrete and must be connected to the existing roadway. Plans, including measurements and drawings, must be submitted to the building inspector before construction begins. Directors will have final approval upon recommendation of the building inspector. A fee of \$50.00 must be submitted with plans. Vehicles which are parked in these improved areas, must always be at least three feet from the edge of the existing roadway to facilitate snow removal and mowing.

**\$50.00 fine compounded by \$50.00 every 30 days**

C. No member or associate member may keep commercial vehicles on their property, including but not limited to bus, bucket trucks, cement trucks, dump trucks, excavation equipment, semi-trucks, waste management vehicles, water hauling trucks, any vehicle with a gross weight over 10,000 lbs., any trailer exceeding twenty-five feet, excluding boat trailers. This regulation exempts any normal use equipment needed for temporary use during normal construction for new homes, or home/property renovations. This regulation also exempts any heavy duty or dual axle pickup truck.

**\$250.00 FINE PER MONTH RECURRING UNTIL RESOLVED. EFFECTIVE 5/1/2013**

**REGISTRATION OF VEHICLES:**

**R27.** No lot owner shall cause or permit to be located or stored on any lot or community facility in the Holiday Lakes Subdivision any vehicle, trailer, travel trailer or boat that does not have both a current state license and registration. Lot owners are limited to locating or storing one licensed or registered travel trailer per residence.

The roads within the Holiday Lakes Subdivision are private roads maintained for the benefit of and at the expense of the property owners. Heavy multi-axle trucks tend to damage these roads thereby imposing the need for expensive repairs. In order to minimize the damage to the roads within the subdivision, the following regulation is hereby adopted effective January 1, 1997:

- No person shall operate upon any road in the Holiday Lakes Subdivision any motor vehicle which has more than one rear axle except construction trucks or other equipment for which appropriate bond is on file, or emergency vehicles. Violators will be deemed trespassing as prohibited by RC.2911.21.

**LODGE RESTAURANT: AUTHORITY OF NON-MEMBERS THAT ARE NOT GUESTS:**

**R28.** Non-members who are not guests of members are permitted to utilize the Lodge Restaurant, and the facilities directly related to the restaurant located at the Lodge and the road directly leading to and from the

Lodge to Niver Road, otherwise known as the portion of Lake Holiday Lane from the main entrance at Niver Road to and from the Lodge. Non-members that are not guests of members shall be strictly prohibited from utilizing other areas of the HLPOA, Inc. property, including but not limited to the following: the beach, playground and docks located at the Lodge, any marked area on the Lodge deck, roads other than the portion of Lake Holiday Lane described above, and any other areas in the subdivision.

#### **NOISE ORDINANCE:**

**R29.** The issue of noise in the HLPOA has become a concern because of an increase in our community's population and the unique sound-carrying property of the air around our lakes. No person shall produce such noise to create a continued and substantial annoyance within the HLPOA on or off the water. This includes but is not limited to (on and off the water): loud voices, music, fireworks, mechanical equipment and unmuffled vehicle or equipment exhaust. HLPOA designated quiet hours are Fridays, Saturdays, and holidays 12 am - 7am: Sunday -Thursdays 11pm - 7am.

**\$100.00 fine**

#### **VIOLATION OF DEED RESTRICTIONS:**

**R30.** Unless otherwise specifically addressed by another rule or regulation, violation of any deed restriction of the Holiday Lake Subdivision shall result in a fine of **\$250.00** to the lot owner.

#### **RULES:**

**R31.** The Directors of the Association constitute the Rules Committee and from time to time, the foregoing Rules and Regulation may be changed, amended or modified by an affirmative vote of not less than 3 Directors, and any provision thereof may be revoked by the assent thereto in writing of 2/3 of the members, or by a majority of the members at a meeting held for this purpose, notice of which has been provided in Article I of the Code of Regulations.

#### **ENACTMENT:**

**R32.** These Rules and Regulations when adopted shall supersede and replace all prior Rules and Regulations.

#### **SEVERABILITY:**

**R33.** If any term or provision of these Rules and Regulations, or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of these Rules and Regulations, or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of these Rules and Regulations shall be valid and enforced to the fullest extent permitted by law.

#### **FINES/APPEALS:**

**R34.** Any member who is in violation of any rule or regulation shall be notified in writing that said member is in violation of one or more rules and regulations. Upon receipt of the notice of violation, the lot owner in violation shall have 10 days to come into compliance with the cited Rules and Regulations. If the lot owner fails to comply within the allotted time, then the lot owner shall be subject to being issued a citation, fine or other remedy available under the Rules and Regulations, local and state law.

The lot owner has the right to appeal the citation within 20 days after receiving the citation. The appeal is perfected by filing a notice of appeal at the main office of the Association. The lot owner and Association may call witnesses and offer exhibits at any hearing held by the Appeals Council. The Appeal Council will determine if the citation is valid or if it will be overturned. The decision of the Appeals Council is final.

Security personnel or other personnel as designated by the Directors will issue a citation for any offense. The HLPOA office will mail a bill to the member stating the amount of the fine that corresponds to the citation.

Unless overturned on appeal, the fine is payable at the Holiday Lakes Lodge office within 30 days after the member has received a citation. If any fine is not paid within 30 days after the member has received the citation, the amount of the fine will be accessed for each month and be added to the member's account and a 2% finance charge per month will be added to the unpaid balance until the account is paid in full.

For the second offense, the indicated fine will be doubled; for the third and succeeding offenses, the fine will be tripled.

When the amount of the fine is added to the member's account, that member is considered **not in good standing** and will not be permitted to use any of the facilities in the Holiday Lakes Subdivision, **which includes beaches, marina, common areas, etc.** until the amount is paid in full.

#### **PROCEDURE FOR FILING A COMPLAINT:**

**R35.** Any member who wishes to lodge a complaint against any other resident or guest of Holiday Lakes must appear in person at the Holiday Lakes office to fill out an incident complaint. The complaint form should stipulate the specific rule violated, as well as the time and date of the alleged violation, any other pertinent information which could substantiate the issue. The complaint must be signed in the presence of office personnel or a director.

Anonymous complaints or complaints phoned to the office or to directors will not be investigated.

#### **DEFINITIONS:**

**R36.** *Community Facilities* shall include all property owned by the Association and shall include, but not limited to; the roads, lakes, green areas, the common property and all improvements and structures situated thereon. *Immediate Family* shall include all individuals who fall within the definition of dependents as prescribed by the Internal Revenue Service.

**R37.** Accumulation of junk or refuse on lots will not be permitted. Junk is to include, but is not limited to, garbage, unlicensed, partially dismantled, or inoperable vehicles (including vehicles to be used for a demolition derby), auto and truck parts, boats, trailers, travel trailers, motorcycles, bicycles, lawn tractors, mowers, tires, appliances, dilapidated or partially dismantled outbuildings, or any other unsightly or unsanitary material. **\$250.00 fine compounded by \$100.00 every 30 days.** Uncorrected violations will be referred to the Huron County Sheriff's Department and the Huron County Health Department for further enforcement.

# HOLIDAY LAKES BOATING & SWIMMING RULES

## NOTES:

- Boating and swimming rules of HLPOA can be added, changed, or removed with a majority vote from the HLPOA Board of Directors.
- See Rule B21 for the procedure to implement indicated fines in the following Boating and Swimming Rules.

**B1.** A) All ski boats shall be limited to 19 feet in length the criteria for boat length will be determined by the length of the boat recorded on the Ohio registration. Pontoon boats with non planing hulls shall not be restricted in length. All plane hull boats including deck boats that have an above the waterline pontoon boat appearance shall not exceed the 19-foot rule.

B) All inboard only boats are restricted to 20' 6".

C) All boats registered after March 8, 2018, will be restricted to a dry weight of 4,000 pounds. All currently registered boats will be grandfathered in as long as the boat is still registered by the current owner.

**\$250.00 fine if watercraft exceeds limits and said watercraft must be removed from the water.**

**\*B2.** All watercrafts shall keep to the right shoreline or to the right of center buoys where some may be installed.

**\$250.00 fine**

**\*B3.** All watercrafts must maintain spacing of at least 60 feet between themselves and other watercraft, skiers, surfers, tubers, wake/knee boarders and any other objects on the lake.

**\$250.00 fine plus any medical or property damage.**

**\*B4.** All watercraft advancing on a skier, surfer, tuber, or wake/knee boarder should not follow less than 90 feet directly behind in the event skier, tuber, or knee boarder falls.

**\$250 fine plus any medical or property damage.**

**\*B5.** No wake allowed within channels.

**\$250.00 fine**

**\*B6.** Boaters should not exceed the capacity standards of their watercraft as established by the manufacturer.

**\$250.00 fine**

**\*B7.** A). All watercrafts must avoid swimming beaches (unless parking in designated beach parking areas) and other designated areas. Watercraft operating within 50 feet of the beaches, swim areas and swim ropes must operate at idle speed.

**\$250.00 fine**

B). All watercrafts must not exceed the maximum speed of 40 miles per hour. If a lesser speed is posted, it must be observed.

**\$250.00 fine**

**\*B8.** A). All watercraft operating on Holiday Lakes between sundown and sunrise must be equipped with operation lights as required by the Ohio Division of Watercraft. During these hours, watercraft shall operate

at idle speed or a speed not greater than five miles per hour. There are 6 red strobe lights located strategically around the lake to serve as a reminder of these idle speed (sunset-sunrise) times.

**\$250.00 fine**

B). Operation of jet skis (personal watercraft) on the lake between the hours of sunset and sunrise is prohibited.

**\$250.00 fine**

**\*B9.** A). All watercraft used on Holiday Lakes by members must be legally registered with both a state in the United States and Holiday Lakes and owned by such members with the watercraft titled to the lot owner.

B). A voting member may register one each of any type of watercraft that meets all the qualifications as set forth in these rules (including one personal watercraft generally referred to as a jet ski).

**\$250.00 fine**

A voting member may assign this privilege or any portion thereof, to an associate member co-owning the same membership. A voting member will be permitted to temporarily register a watercraft owned by another party if the lot owner/member does not have a watercraft for the same type registered. The temporary watercraft must have a valid Ohio registration in the party's name and he or she must furnish proof of current liability insurance. This temporary registration can only be for a maximum period of 14 days and is nonrenewable in the same year. A \$100.00 bond will be collected upon issuance of the temporary registration to the Holiday Lakes office within the 14-day limit. In the event of such registration, said member and the other party shall be jointly responsible and liable for any violation, damages or injury caused by the operation of said watercraft. Damages and/or fines may be deducted from the \$100.00 bond. The \$100.00 bond shall be forfeited should the watercraft remain in Holiday Lakes beyond the temporary registration expiration date. So long as the non-owned watercraft is temporarily registered, the member will have waived his right to register a watercraft of the same type, which may be subsequently acquired by said member.

**\$250.00 fine for not registering temporary watercraft**

C). Any watercraft operator responsible for damage caused by the operation of a watercraft will pay the cost of repairs plus a fine of **\$250.00**.

**B10.** All watercrafts must display appropriate decals identifying the lot number of the member. All watercraft lacking such identifying numbers and watercraft which are not properly registered, are barred from the lakes. Any non-registered watercraft found on the lakes will be deemed to be in violation of these boating rules and if it is determined that said watercraft is not owned by the member, such watercraft operator will be deemed a trespasser and shall be subject to civil and criminal penalties. **\$250 fine for missing decals and lot numbers.**

**B11.** The lettering specified in Rule B10 shall not be less than 3 inches in height and shall be posted on both sides of the watercraft above the waterline and approximately 12 inches from the stern.

**\$10.00 fine**

**\*B13.** No occupant of any watercraft shall sit on the bow or gunnels or stand or walk upon any portion of the watercraft while the watercraft is in operation, except when immediately necessary for the safe operation of the watercraft.

**\$250.00 fine**

**\*B14.** Littering is prohibited throughout Holiday Lakes. This includes in the lakes, shoreline, green area and membership properties.

**\$250.00 fine plus 8 hours of community service**

**B15.** The following equipment must be present and usable in every Holiday Lakes boat in order to pass inspection for registration:

- A. Life preservers or ski vests easily accessible for each passenger.
- B. Preservers must be always worn by children less than 10 years old while in the boat. (Applies to all watercraft).
- C. Distress flag (orange two' x 2')
- D. Horn
- E. Fire extinguisher (power craft only) easily accessible and ready for operation.
- F. Bow line (minimum of 15 feet)
- G. Anchor and adequate anchor line (power craft only).
- H. Paddle or equivalent
- I. Coast Guard approved running lights after dark.
- J. First aid kit, bailer (plastic bottle or pail)
- K. All other equipment as required by ODNR rules and regulations.

**\$100.00 fine will be levied for each equipment violation**

NOTE: All the foregoing requirements are in accordance with the Watercraft Laws of the Ohio Revised Code Chapter 1547 and 1548.

**\*B16.** The following water activities are prohibited:

- A. Swimming under the platforms in the beach areas. **\$25.00 fine**
- B. Diving off the dam. **\$250.00 fine**
- C. Swimming across the main lake. **\$100.00 fine**
- D. Swimming after sunset. **\$100.00 fine**
- E. Wading or swimming outside the marked swim areas at the beaches. **\$100.00 fine**
- F. Water skiing, surfing, tubing, wake or knee boarding after sunset. **\$250.00 fine**
- G. Trespassing on the spillway. **\$250.00 fine**

NOTE: Fines for B16 rules will be levied against the parents of any violator who is under the age 16.

**\*B17.** Swimming should be confined to within 25 feet of the shore except within marked areas.

**\$100.00 fine**

**\*B18.** Persons must always wear life vests while skiing, surfing, tubing knee and wake boarding or while on jet skis.

**\$100.00 fine**

**\*B19.** Watercraft towing skiers, surfers, tubers, knee, or wake boarders are required to have an observer in addition to the watercraft operator in accordance with Ohio laws..

**\$100.00 fine**

**B20.** No watercraft shall be permitted on the lake with a hard-sided superstructure and windows or doors that could be classified as a houseboat.

**\$100.00 fine plus watercraft must be removed from the lake.**

**B21.** Any member who is in violation of any rule or regulation shall be issued a notice of violation and/or a fine. See Rules and Regulations item R34 and R35 regarding fines, appeals and the process to file a complaint. All rules preceded by the asterisk (\*) indicate an IMMEDIATE FINE.

# APPEALS COUNCIL

## **AC1. PURPOSE:**

In order to give all members due process, an Appeals Council has been established to listen to appeals and arguments of members issued violations.

## **AC2. COMPOSITION OF COUNCIL:**

The Council will be comprised of three HLPOA members and one alternate appointed by the Board of Directors. The Council will meet as needed based on appeal requests.



## HOLIDAY LAKES SUBDIVISION BUILDING CODE PREAMBLE

Pursuant to the authority granted in the Rules and Regulations adopted by the Holiday Lakes Property Owner's Association on August 8, 1964, an *Architectural Committee* has been appointed to review and approve members' plans and specifications for dwelling and Other permitted structures, including signs, within the Holiday Lakes Subdivision in advance of erection and construction thereof.

At the direction of the Board of Trustees, the Architectural Committee has undertaken a study of the existing Rules and Regulations which pertain to the procedure for the submission and approval of plans and specifications; and following the study, the Architectural Committee has prepared and submitted to the Board of Trustees, for their approval and adoption into the Rules and Regulations of the Holiday Lakes P.O.A., Inc., the following Building Code, which upon adoption by not less than two-thirds (2/3) of the members of the Board of Trustees, shall supersede and replace the portion of the Rules and Regulations which is set under the heading of *Building Construction*.

### BUILDING CODE

All new structures, modifications, and additions to existing structures, limited to size, including but not limited to fences, docks, dock boxes, out buildings and non-seasonal yard objects must be approved by both the Architectural Committee and the HLPOA Code Enforcer before any construction may begin. HLPOA reserves the right to take up to but not more than 30 days to review each permit request and either approve or deny construction. Construction may not begin until a proper permit is issued. If a property owner is denied the right for a permit, he/she may appeal this decision to HLPOA's Appeals Committee. Any construction either started or completed without first obtaining a permit from HLPOA will receive an automatic \$500.00 fine and all construction will cease until a proper review can be completed by the Code Enforcer and the Architectural Committee. Any construction either partially completed or finished that was built without a HLPOA permit AND is deemed not in accordance with Holiday Lakes Building Codes or not in the best interest for the Lake by our Architectural Committee and/or Code Enforcer, will have to be removed and restored to its original pre-construction look. Failure to do so will result in a \$200.00 per month fine assessed to the property owner until all construction has been terminated, removed, and restored. Until all fines are paid, and the project meets the Holiday Lakes Building Codes, the member will be considered not in good standing and would forfeit privileges of membership in Holiday Lakes not limited to Lake, road, and beach access. **\*Effective Dec 2012**

1. 12/855 An Architectural Committee shall be appointed by the Board of Trustees of the Holiday Lakes Property Owners Association, Inc., (Association) to review and appraise member's plans and specifications for dwellings and other permitted structures in advance of erection. Such plans and specifications shall be submitted to the Architectural Committee. If the plans and specifications are approved by the Architectural Committee, one approved copy will be returned to the member and one copy will be retained by Holiday Lakes POA for the records of the Association.
2. The Architectural Committee shall consist of not less than five members in good standing with the association. At least one member, of the Architectural Committee shall possess knowledge and/or experience in all, or substantially all aspects of residential construction.
3. The Code Enforcer is hereby authorized and directed to perform on site review to determine the compliance with these sections in order that he may perform his duty of safeguarding the HLPOA. For the purpose of making such inspections and upon showing proper identification, the inspector is hereby authorized to enter, examine, and survey at any reasonable hour all buildings or parts of buildings on premises. The owner or occupants of every building or part of building or the person in

charge thereof, shall give the Code Enforcer free access to such building or part of building at any reasonable hour for the purpose of such review, examination and survey. Building as used herein includes, but is not limited to, dwellings, garages, boathouses, fences, and equipment buildings.

**\*Effective December 2012**

4. BUILDING STANDARDS - For the purposes of this Building Code, the Residential Code of Ohio 2008 edition (R.C.O.), including supplements and latest revisions, save and except portions as may be specifically modified or amended herein, shall, insofar as such code shall not be in conflict with other provisions of this Building Code, be controlling with respect to all buildings and structures hereafter erected within the Holiday Lakes Subdivision. **\*Effective Dec 2012**
5. APPLICATION OF STANDARDS - All construction of any kind, electrical, plumbing, heating, and venting, septic tank, private disposal system and drainage system, and any other item or items not mentioned herein, shall meet the requirements as detailed in the R.C.O. set forth therein, and to the standard established in the Deed Restrictions and by the Association. **\*Effective Dec 2012**
6. Members are required to observe the minimum living space areas, structures and building setback lines, among other Restrictions, filed of record, which are part of the deed of each lot. Said Deed Restrictions are recorded in Volume 267, Page 24 et. seq. of the Huron County Records and a copy of said Deed Restrictions are available at the HLPOA Office.
7. Permits for installation and use of sanitary waste disposal systems must be obtained from the Huron County Health Department copies of which shall be furnished to the Association and shall be kept on file at the Association's Lodge Office.
8. No plans and specifications shall be reviewed or approved by the Architectural Committee or the Holiday Lakes Subdivision Building Inspector Code Enforcer, until the applicant has been approved as a member of the Association by the Board of Trustees and the applicant shall be in good standing with the Association.
9. Building permits (as applicable) from the appropriate township (Norwich or Greenfield) shall be submitted to the Architectural Committee.
10. It shall be required by the Architectural Committee that plans shall be of sufficient clarity to indicate the nature and extent of the work proposed and shall show in detail that it will conform to the provisions of the R.C.O., the Deed Restrictions, Rules and Regulations of the Association, and all relevant laws, ordinances, rules, and regulations. Plans shall include a plot plan drawn to scale showing the location of all easements, drainage facilities, adjacent grade, property lines, the proposed building, the sewage (private) disposal system, and the driveway and every existing building on the property. **\*Effective Dec 2012.**
11. All truck owners and contractors who have bulldozers, backhoes, trailers, etc., who come into Holiday Lakes to perform some kind of digging, must first report to the Lodge Office. The property owner is responsible for all construction and road bonds and shall be held liable for all road damage done by contractors
12. If the applicant has reason to change any part or parts of the original plans, the applicant shall notify the Code Enforcer of such change(s) before any change(s) are made to any part of the subject. An evaluation of the proposed change(s) shall be made by the Code Enforcer, and if approved, the original plans shall be updated accordingly
13. Not more than one single family dwelling may be erected or constructed on neither any one lot nor more than one other building for garage or storage purposes and provided further than no such building shall be erected prior to the erection of a single-family dwelling. No accessory or temporary building shall be used or occupied as a dwelling. No dwelling or structure shall have tar paper, roll brick siding or similar material on the outside walls. It is also required that two outside water faucets be installed

on each home. No mobile homes, trailers, including boat, non-commercial and semi-trailers, recreational vehicles including travel trailers, motor homes, truck campers, fifth wheel trailers, and park trailers (as defined in R.C. 4501.01), tents, shacks, or similar structure shall be erected or constructed, moved to, or placed upon said lots. All buildings must be completed within twelve months from the date the construction thereof is commenced, and interior plumbing shall be operational and connected to waste disposal system approved by Huron County Board of Health within the above-mentioned twelve-month construction period. **\*Effective Dec 2012**

- A.) Trash and debris shall be disposed in a proper and timely fashion from job site. No overnight occupancy shall be permitted until above requirements are fulfilled and all applicable permits are on record in the office of the Holiday Lakes P.O.A., Inc.
  - B.) Lumber, HVAC, plumbing or any other building materials may not be stored on lots until a building permit has been issued. Materials placed on lots will thereafter fall under the twelve-month restriction. Building materials, trailers, or other “junk” on lots may be removed by Holiday Lakes personnel and disposed of. Costs of removal and disposal will be assessed to the property owner. **\$250.00 fine for any infraction. \*Effective Dec 2012**
  - C.) Portable toilets are required at each site during construction. If the construction is an addition, storage building, garage, or other structure, when there is a home on the same property with working restroom facilities that is available to workers, an exception will be made. HLPOA restroom facilities are not to be used.
  - D.) All permit fees and bond fees must be paid prior any construction.
  - E.) Any construction changes other than plans submitted need to be approved by the Code Enforcer.
  - F.) Driveway culvert pipe must be installed prior to construction beginning.
14. No Detached garage, second building (BUILDING DEFINED AS HAVING FOUR ENCLOSED WALLS, (WITH OR WITHOUT WINDOWS), A DOOR AND ROOF) or outbuildings (STRUCTURES DEFINED AS NOT HAVING WALLS) shall be built unless the owner/member first secures a permit from the Code Enforcer. In order to secure a permit, the owner/member must submit detailed plans and specifications for approval. In addition to all other requirements set forth in this building code, the garage, second building or outbuilding may not exceed eighteen (18) feet in height at the center, twelve (12) feet at the eaves, and shall not exceed nine hundred (900) square feet in area.
15. No garage or addition to any house shall exceed height and area of the existing home. All plans for such additions shall be approved by the Architectural Committee with recommendation to the director for Approval or disapproval. **\*Effective Dec 2012**
16. No permits shall be issued until two (2) copies of topographical plans (topo plans), plot or site plan to scale showing the location of the house on the lot and including the septic system and drainage system and driveway are obtained. One (1) copy to be furnished to the Huron County Health Department of Ohio and one (1) Holiday Lakes P.O.A., Inc. approved copy to be furnished to the Association and kept on file at the Association’s Lodge Office. A copy of the permit and a copy of approved plans must be on site at all times of construction.
17. No permit shall be issued for new home construction, or accessory building, or addition until the applicant can show evidence of a recent survey by a registered surveyor and the lot shall have permanent markers (iron pins, concrete markers) at all corners of the lot. It shall be the responsibility of the applicant to show this evidence to the Building Inspector. **Effective Dec 2012**

18. No permit shall be issued by the Code Enforcer until the fee(s) hereafter prescribed shall have been paid, no amendment to a permit shall be approved until the additional review and additional fee, if any has been paid. All other requirements shall meet the standard established herein.
19. No work will be permitted on owner's lot(s) which requires construction or digging until the owner causes a performance bond to be furnished as per attached fee schedule, either directly by the owner or the owner's contractor or subcontractor. No work shall commence until said performance bond is deposited with the Lodge Office of the Association.
20. New home/building plans must include at minimum;
  - (A) Owner's name, address, lot number and telephone number;
  - (B) Floor Plan;
  - (C) Elevations of the four sides of the house/structure; **\*Effective Dec 2012;**
  - (D) Appropriate structural details and plot or site plan showing the orientation of the house/structure on the lot including the septic tank system;
  - (E) Permit from township building inspector; and
  - (F) Huron County Health Department permits for septic system
17. If the work for which the permit is issued is not commenced within 1 year from the date permit is issued, said permit shall automatically expire on midnight of the 365th day.
18. House foundations, including concrete slab footing for dwellings shall be at least, and in no cases less than the frost line depth (**36"**). The said frost line depth in this shall be established as thirty-six (36) inches below the undisturbed natural grade or engineered fill. **\*Effective Dec 2012**
19. The lot owner shall be responsible for all electrical equipment and installation of same up to a point where the overhead service conductors terminate on the structure, except for the meter box which shall be furnished by the local utility company. Termination of the overhead service wires on the structure shall be at a point indicated by the local utility company. Underground electric service, if available however, shall be installed to meet local electric utility specifications.
20. Electric wiring, fixtures and appliances shall be installed in accordance with the Building Officials and Code Administrators International, Inc., and the National Electrical Code NFPA 70, latest edition and supplements. Minimum Service Entrance shall be:
  - (A) With Electrical Heating and/or Cooling - 200 Amp. 240 Volts Minimum Entrance; and
  - (B) Circuits in areas such as baths, kitchen counters, garages, external porches, other external outlets, and unfinished basements shall be protected with Ground Fault Interrupters Circuit Breakers. **\* Effective Dec 2012**
21. These sections shall not be construed to prevent any lot owner from the building, repairing, or rebuilding of plumbing, sewers, heating and venting or electrical wiring or installing of same, in or upon premises owned by whole or part by such person(s); provided the work shall, in all respects, comply with the provisions of the Association and the pertinent sections of the Code(s). However, necessary permit(s) and fee(s) shall be required.

22. A permit shall be required for moving a building or structure from one lot to another, or within the same lot; for unattached garages; for the demolition of a building or structure. The fees for these permits are set forth in the attached Fee Schedule.
23. At least two (2) outside water faucets shall be installed in each house.
24. Before installing a wood burning stove or a coal-burning stove, contact your local fire department for instructions and requirements, and the Code Enforcer. Stoves of said type shall require an approved spark arrestor in the chimney system.
25. Outdoor furnaces of any type are prohibited.
26. The diameter of a satellite dish is limited to three (3) feet in diameter.
27. Any permit(s) provided for in these sections may, at any time, be revoked for the incompetent, fraudulent use thereof or violation of the laws of the Association and the Code(s). After revocation for any of the causes aforesaid, no permit(s) shall be issued to said party until approval is granted by the Directors of the Association. In any case of such re-issuance of permit(s), the fee(s) shall be established by the Code Enforcer.
28. FENCES: Before constructing any fence, a permit shall first be obtained from the Architectural Committee or Code Enforcer. This section shall not be construed to require a permit for a living fence. The following regulations shall apply:
  - (A). Fences shall not be in excess of four (4) feet in height, except as otherwise hereinafter provided.
  - (B). All fences shall be maintained in good condition so as not to become unsightly. For good cause shown, and upon receiving written approval from the Architectural Committee, a permit may be issued for the construction of a fence in excess of four (4) feet in height, but not exceeding six (6) feet in height.
  - (C). No chain link or privacy fence shall be located in a front yard, which means in front of main structure of the house on the lot, in case of an adjoining lot with same owner of main house, the fence cannot be located in the front yard setback, which is 30' from the property line. **\*Effective Dec 2012**
  - (D). All fences shall be entirely on the owner's property
  - (E). No electrified or barbed wire fence shall be permitted.
28. The occupancy of a building shall not be changed unless or until the Architectural Committee shall confirm that the new proposed occupancy shall conform to the R.C.O. Code and to the established requirements of the Huron County Health Department and the requirements of the Association. The applicant shall have the sole responsibility for the selection of the Building Contractor, and no liability shall incur to the Association or its employees or agents by reason of damages which may be sustained by reason of any acts, or omissions of said Building Contractor.
29. It shall be the owner's/contractor's responsibility to request site review as required in R.C.O. Code and as required by the Association and by the Huron County Health Department, including, but not limited to when the building outline is staked out.

30. Pursuant to the Deed Restrictions the Code Enforcer will provide specifications and recommendations for the dry culvert between the road rights-of-way and the member's lot. Failure to install the dry culvert in conformance to the said specifications and recommendations shall constitute a violation of the Building Code.
31. Private Sewage Disposal System
- (A). Where a sanitary or combined sewer is not available, the building sewer shall be connected to a private sewage disposal system complying with the provisions of the Huron County health Department of Ohio.
  - (B). Before commencing construction of any kind for a private sewage disposal system, the owner or the owner's representative shall first obtain a permit from the Huron County Health Department of Ohio, Norwalk, Ohio.
  - (C). A copy of approved permit from the Huron County Health Department of Ohio shall be furnished to the Association and kept on file at the Association's Lodge Office.
  - (D). No septic or disposal field shall be permitted to discharge to any natural outlet or lake or any property within the Holiday Lakes Subdivision.
  - (E). The owner shall operate and maintain the private sewage disposal system in a sanitary manner at all times and at no expense to the Association.
  - (F). Whenever any change is made to a private sewage disposal system, an application shall be made for a permit and a permit may be issued by the Huron County Health Department of Ohio, and one Holiday Lakes P.O.A., Inc. copy of said permit shall be furnished to the Association and kept on file at the Association's Lodge Office.
  - (G). It is recommended that septic tanks, including aeration tanks be cleaned every two (2) years.
  - (H). No statement(s) contained in these sections shall be construed to interfere with any requirements that may be imposed by the Huron County Health Department of Ohio.
32. Use of Private Sewage Disposal Systems
- A) No person shall place or deposit in any unsanitary manner upon any property within the Holiday Lakes Subdivision or in any area under the jurisdiction of said Subdivision, any human or animal excrement, garbage, or any objectionable waste.
  - B) No person or entity shall discharge to any natural outlet within the Holiday Lakes Subdivision or in any area under the jurisdiction of said Subdivision, any sanitary sewage, or other polluting waters.
  - C) Except as herein provided, no person or entity shall construct or maintain any privy, privy vault, septic tank, cesspool, or any other facilities intended to be used for disposal of sewage.
  - D) No person or entity shall discharge or cause to be discharged any storm water, surface water, roof run off, subsurface drainage, cooling water or pollute waters to any private sewage disposal system.
  - E) No pond/reservoir (artificial enclosed body of water) can be built in Holiday Lakes Subdivision.

**33. BUILDING APPEALS**

- A) In the event a certificate of approval is refused by the Code Enforcer, the owner, contractor, or builder may appeal to the HLPOA Board of Directors.
- B) A fee of forty (\$40.00) dollars shall be deposited with the Association at the Lodge Office at the time the Notice of Appeal is filed. The fee of forty (\$40.00) dollars shall be refundable if the appeal is decided in favor of the applicant. An appeal to the HLPOA Board of Directors may be taken by any person(s) aggrieved or affected by any decision of the Code Enforcer. Such appeal shall be taken within twenty (20) days after the date of such decision.
- C) The decision of the HLPOA Board of Directors in this matter shall be final.

**34. FIRE LIMITS ESTABLISHED**

- (A). The fire limits of the Association are hereby established as those areas within all properties of the Holiday Lakes Subdivision.
- (B). Whenever any building within the territory of the Holiday Lakes Subdivision described in the fire limits shall have been damaged by fire or decay, the extent to which, in the judgment of an independent Building Inspector, damage exceeds fifty (50%) percent of such building and the same shall be judged unsafe and dangerous, such building shall be taken down. All material and debris shall be removed from the property and basement hole filled in with suitable (inert) material and leveled to the natural contour of the land. If the owner of such building objects to the conclusion arrived at by an independent Building Inspector, the owner shall have the right to appeal to the Holiday Lakes Board of Directors. Whenever such building shall be judged by such arbiters to have been damaged by fire or decay to the extent of fifty (50%) percent of its value, such building shall be condemned by an independent Building Inspector and it shall be unlawful as aforesaid, to repair same, and it shall be taken down within such limits as the independent Building Inspector may prescribe.

**35. VIOLATIONS**

- (A). In case of any violations of this Building Code, the Deed Restrictions, or any part thereof, in the doing of work for which a permit has been issued, said permit shall be nullified by the Code Enforcer or the HLPOA Board of Directors, and notice thereof in writing shall at once be given the applicant having charge of the work and doing the same, and the owner of the building or his agent, and thereupon all work under said permit, shall immediately cease, and work there under shall not be resumed until the permit is reinstated by the Code Enforcer.
- (B). The fine for no permit is \$500.00
- (C). ENFORCEMENT OF VIOLATION - Owner, either directly or through an agent, who violates the provisions of this Building Code, shall be subject to proceedings at law or in equity to prevent such violation and/or to obtain such other affirmative relief including damages, as the Court may allow. Such proceeding may be brought in the name of the Association, or by any person or persons owning any lot in the Holiday Lakes Subdivision.

### **36. SAVINGS CLAUSE**

Nothing contained in the Building Code hereby adopted shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action accrued or existing, under any Rule or Regulation repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by these sections.

### **37. SEPARABILITY CLAUSE**

The invalidity of any section or provision of these sections or of the Building Code hereby adopted shall not invalidate other sections or provisions. If a manifest error be discovered consisting of the misspelling of any word or words, the omission of any word or words necessary to express the intention of the provisions effected, the use of a word or words to which no meaning can be attached or the use of a word or words when another word or words was clearly intended to express such intent, such spelling shall be corrected and such word or words supplied, omitted or substituted as will conform with the manifest, and the provision shall have the same effect as though the correct word or words were contained in the text as originally published. No such alteration shall be permitted if any question exists regarding the nature or extent of such error.

### **38. LIABILITY FOR DAMAGES**

Nothing contained in this Building Code shall be construed to relieve from or lessen the responsibility or liability of any lot owner, or any party operating, controlling or installing any items or performing any work covered by the provisions of this Building Code, for any damage to person(s) or property caused by any act or omission of such person(s) or party, or cause by reason of any defect in the materials or equipment being utilized in the performance of such work or installation of said items. Further, no liability is being assumed and none shall inure to the Association, or to its agents or employees by reason of the review authorized herein, or the Certificates of Approval issued as herein provided.



# DEED RESTRICTIONS

## HOLIDAY LAKES SUBDIVISION HURON COUNTY, OHIO

The undersigned, Ohio Sporting Clubs, Inc., an Ohio corporation, owner in fee simple of real property situated in the County of Huron, State of Ohio and known as parts of Lots 13 and 14, of Section No. 1 of Norwich Township and parts of lots 12, 13, and 14 of Section No. 4 of Greenfield Township, same being the real property now duly platted at Holiday Lakes, Phase No. 4, the fourth part of a subdivision of Norwich and Greenfield Townships, Huron County, Ohio as said plat is being contemporaneously recorded in Vol. 10, Pages 24-25 of the Plat Records of Huron County, Ohio, hereby make the following declaration as to limitations, restrictions and uses to which the lots and/or tracts constituting said part of said subdivision may be put, hereby specify that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said part of said subdivision, this Declaration of Restrictions being designed for the purpose of keeping said part of said subdivision desirable, uniform and suitable in architectural design, and otherwise, and use as herein specified.

1. Said lots shall be used exclusively for human dwelling or residential purposes, except those lots that may be designated, subject to township rezoning, and zoned as business or commercial areas on the plats by Ohio Sporting Clubs, Inc.
2. Not more than one single family dwelling may be erected or constructed on neither any one lot, nor more than one other building for garage or storage purposes and provided further that no such building shall be erected prior to the erection of a single-family dwelling.
3. No accessory or temporary building shall be used or occupied as a dwelling.
4. No dwelling or structure shall have tar paper, roll brick siding or similar material on the outside walls.
5. No house trailers, tents, shacks, or similar structure shall be erected or constructed, moved to, or placed upon said lots and all buildings must be completed within six (6) months from the date the construction thereof is commenced.
6. No dwelling located on a waterfront lot shall have less than nine hundred (900) sq. ft. of living space on the ground floor, or first floor, exclusive of porch area.
7. No dwelling located on an off-water lot shall have less than seven hundred fifty (750) sq. ft. of living space on the ground floor, or first floor, exclusive of porch area.
8. All building plans including but not necessarily limited to, sanitary waste disposal, foundation and structural, must be approved in advance of installation, excavation, erection and construction by Ohio Sporting Clubs, Inc., Holiday Lakes P.O.A., Inc. or its assigns.
9. No porch or projection of any dwelling or accessory or temporary building shall extend nearer than thirty (30) feet from any road right-of-way, nor nearer than ten (10) feet from the lot line of any abutting lot, nor within fifty (50) feet from the normal high-water mark of Holiday Lake or Lakes, except as shown on the recorded plats.
10. No outside toilets shall be permitted.
11. No sanitary waste shall be permitted to enter in Holiday Lake or Lakes and all sanitary installations must conform to the recommendations of Ohio Sporting Clubs, Inc., or its assigns, Holiday Lakes P.O.A., Inc. and the county or state Board of Health.
12. Each one-bedroom dwelling shall be equipped with a septic tank providing a minimum capacity of seven hundred fifty (750) gallons and for each additional bedroom there must be provided an additional two hundred fifty (250) gallons to said minimum septic tank capacity.

- a. In advance of the installation and construction of said septic tank waste disposal system, each lot owner shall secure plans and specifications therefore from the county Board of Health and thereafter install and construct said system in accordance therewith.
  - b. No sanitary waste disposal drain field shall be permitted nearer to the normal high-water mark of Holiday Lake or Lakes than is necessary to prevent contamination thereof.
13. 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 owners of other lots.
14. Excepting the usual household pets, no other animals or fowls shall be kept or maintained on any lots and no signs shall be displayed thereon without written permission, in advance thereof, of Ohio Sporting Clubs, Inc., or its successors or assigns, Holiday Lakes P.O.A., Inc.
15. No boat docks, floats or other structures extending into Holiday Lake or Lakes shall be constructed or placed into or on said lakes without written permission, in advance thereof, of Ohio Sporting Clubs, Inc., or its successors or assigns, Holiday Lakes P.O.A., Inc. and use of said lakes shall follow the Rules and Regulations of Holiday Lakes P.O.A., Inc.
16. Ohio Sporting Clubs, Inc., for itself or its successors, assigns, Holiday Lakes P.O.A., Inc. and licensees reserve a ten (10) foot wide easement along all road rights-of-way and a five (5) foot easement along the side and rear lines of each and every lot for the purpose of installing, maintaining and operating utility lines and mains thereon, together with the right to trim or cut or remove any trees and/or brush and the right to locate guy wires and anchors wherever necessary for said installations, maintenance and operations, together with the right to install, maintain and operate gas and water mains and appurtenance thereto;
  - a. Culverts and drainage ditches, also reserving the rights to ingress and egress to such areas for any of the purposes heretofore mentioned.
  - b. Except in instances where an owner of two or more adjoining lots erects and constructs a dwelling or building which will cross over or through a common lot line, the same shall not be subject to the aforementioned five (5) foot easement except as shown on recorded plats.
  - c. Excepting further that no easement shall exist on the portion of any waterfront lot running along or abutting the shoreline of Holiday lakes or Lakes and Ohio Sporting Clubs, Inc., for itself and its successors, assigns, Holiday Lakes P.O.A., Inc. and licensees also reserves the right to cause or permit drainage or surface water over and/or through said lots.
  - d. Ohio Sporting Clubs, Inc., and its successors, assigns, Holiday Lakes P.O.A., Inc. and licensees also reserve an easement on, over or under all road rights-of-way for the purpose of installing, maintaining, and operating the aforementioned utilities and drainage.
  - e. Lot owners shall have no cause of action against Ohio Sporting Clubs, Inc., its successors, assigns, Holiday lakes P.O.A., Inc., and licensees, either in law or in equity, excepting in cases of willful or wanton negligence, on account of any damages caused by the installation, maintenance and operation of the aforementioned utilities and drains.
  - f. All lot owners will install dry culverts between the road rights-of-way and their lots in conformity to specifications and recommendations of Ohio Sporting Clubs, Inc., or its successors and assigns Holiday Lakes P.O.A., Inc.
17. Each PURCHASER of a lot or lots in the Holiday Lakes Subdivision shall be subject to an annual charge of twenty (\$20.00) dollars for each lot which PURCHASER agrees to pay to the Holiday Lakes P.O.A., Inc., its successors and assigns, annually on the first day of March commencing on the second year following date of the agreement to purchase a lot or lots, for the repair and maintenance of the various areas reserved for the use of lot owners, whether or not use thereof is exercised.

18. PURCHASER further agrees that all charges, as 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 lot or lots described herein, the grantee thereof and each and every successive owner and/or owners shall, from the time of acquiring title and by the acceptance thereof by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay Holiday Lakes P.O.A., Inc., its successors and assigns, all charges past and/or future, as provided for herein and in strict accordance with terms and provisions hereof.
19. As part of the consideration herein, PURCHASER further agrees that he will not sell, assign or convey any lot or lots to any person or persons not approved for membership in Holiday Lakes P.O.A., Inc. and to submit a bona fide selling price of the lot or lots to the lot owner right and left thereof and thereafter to Ohio Sporting Clubs, Inc., or its successors and one (1) for the first refusal to purchase same for said price, in such sequence, before effecting sale and conveyance to anyone else, the right and left owner determinable by the SELLER, on his lot or lots, facing the rear thereof, and all persons owning lots in said Holiday Lakes Subdivision must be members of said Association.
20. Conditions and considerations of the Water Service Agreement to be executed by PURCHASER shall be a part of the terms and provisions of the restrictions of this subdivision and PURCHASER shall use the water to be provided by water main adjacent to each lot and pay to Ohio Sporting Clubs, Inc., or its successors and assigns, Holiday Service Corporation a minimum monthly charge therefore of seven (\$7.00) dollars payable annually on the first day of April, commencing upon the availability of water service whether or not tap and connection is made to the main and continuing so long as water is available for use.
  - a. Upon written request and payment of one hundred ninety-five (\$195.00) dollars in cash, to Ohio Sporting Clubs, Inc., its successors, and assigns, two (2) a tap to the main and connection to the lot line will be installed.
  - b. Said charges are subject to change by the Public Utilities Commission of Ohio and if unpaid shall constitute a lien upon the lot or lots served, as of the date same became due.
  - c. Exception and further explanation pertaining to conditions for water service have been, or will be, recorded in the Office of the Recorder of Huron County, Ohio and are hereby incorporated in and expressly made part of these restrictions by reference.
21. All of the foregoing restrictions shall be considered as covenants running with the land and shall bind the PURCHASER and his or their heirs, executors, administrators, successors and assigns, and in the event of a violation of any of the covenants or restrictions herein contained, it shall be the right of any person or persons owning any lot 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 and either prevent him or them from so doing or recover damages for such violation.
22. All of the restrictions, conditions, covenants or agreements contained herein shall remain in force until 1 January 1975, and thereafter and from time to time, the same may be changed, altered, amended or revoked in whole or in part upon agreement, in writing, by the owners of at least two-thirds (2/3) of the lots in this subdivision; provided, however, that no change may be made which violates restriction No. 1.
23. Any invalidation of any one of these covenants and restrictions shall in no way affect any other which thereafter shall remain in full force and affect.

Building Code APPROVED AND ADOPTED by the Board of Directors, Holiday Lakes P.O.A., Inc. June 2023

# HOLIDAY LAKES PROPERTY OWNERS' ASSOCIATION, INC. AMENDED BYLAWS

## ARTICLE 1

### NAME, LOCATION AND AUTHORITY:

1. The name of the Association responsible for the administration of Holiday Lakes is **Holiday Lakes Property Owner's Association, Inc. (the "Association" or "HLPOA")**. The principal office of the Association shall be located in Huron County, Ohio, at such place as the Board of Directors may, from time to time, designate.
2. Administration of Holiday Lakes. The administration of Holiday Lakes shall be in accordance with the Articles of Incorporation of this Corporation, the Deed Restrictions, and the provision of these Bylaws, as each of the foregoing may be amended from time to time, and in accordance with such rules and regulations as may be promulgated by the Board of Directors (sometimes referred to herein as the "Board"), from time to time. Each licensee, invitee, owner, tenant, occupant and guest of a Lot shall comply with the provisions of the Deed Restrictions, Bylaws, the Rules and Regulations and decisions of the Board of Directors of the Association, or of the duly appointed representative thereof, as each of the foregoing may be promulgated or amended from time to time. Failure to so comply with any such provision, decision, resolution or regulation shall be grounds for an action to recover sums due for damages or for injunctive relief.

## ARTICLE 2

### DEFINITIONS:

Lot: The term Lot, whether in the singular or plural, shall be deemed to mean a platted lot, whether developed with a residence or not.

Common Facilities: Common Facilities shall be defined as those facilities owned or operated by the Association for the benefit of all members.

Deed Restrictions: Deed Restrictions shall be deemed to mean those Deed Restrictions, as amended, from time to time, on file with the Office of the Recorder of Huron County, Ohio and pertaining to Holiday Lakes.

Conveyance: A conveyance shall be deemed to include a deed, land contract, option, lease, or any other instrument granting rights to real property but shall not be deemed to include a mortgage.

Member in Good Standing: A member in good standing shall be deemed to be a member whose membership has not been suspended pursuant to Article 3.4 hereof. In any instance where there is a vote to be held, or a determination as to whether an issue is carried by a required percentage of voting power, or a determination as to whether a required percentage of signatures have been obtained for any reason, or for any other reason for which votes or voting power or percentages of voting power or membership may be required or desired, only the votes of members in good standing shall be counted, and in determining voting power, and in determining whether a required percentage of voting power of the Association has been met, voting power shall be determined without counting those members not in good standing.

Voting Member, Member, Associate Member, Honorary Member and Guest:

1. Voting Member: To qualify as a Voting Member, the following conditions must be met:

- a. Own a lot or lots at Holiday Lakes as recorded in the office of the Recorder of Huron County, Ohio (when title to one or more lots is held jointly by more than one person or entity, only one member shall be entitled to vote: and,
  - b. Be a Member in Good Standing.
2. Member: Any person related to a Voting Member by blood or marriage (or any person jointly owning one or more lots) who reside at Holiday lakes with a Voting Member in good standing. Such person shall be known as a “Member” and shall have all the lake, guest privileges and other privileges of a Voting Member, but shall not have any voting rights.
  3. Associate Member: Tenants, land contract vendees, and/or other occupants of a residence in Holiday Lakes shall become “Associate Members” and shall have no voting rights. They shall obtain lake and guest privileges of a member by meeting the same requirements as a Member and abiding by the same Rules and Regulations as a Member, and shall pay Membership Dues only, but no Lot Charges or Entrance Processing Fee. The owner of a lot in which an Associate Member resides shall be responsible for any Membership Dues and any Special Individual Assessments not paid by an Associate member.
  4. Honorary Member: The Association may decide to recognize any individual for efforts above and beyond the call of duty by designating him or her as an “Honorary Member.” In the event of such recognition, the Association shall waive the payment of annual fees, lot fees, and assessments for a period of one year. The vote of the Association required for such recognition shall be the same vote as is required to amend these Bylaws as set forth in Article 15 hereof.
  5. Guest: A guest is anyone who is not a member, but who visits Holiday Lakes.

Record Date: The Board of Directors may fix a time in the future as a Record Date for the determination of the members entitled to notice of, and to vote, at any meeting of members. The Record Date so fixed shall not be more than thirty (30) days prior to the date of the meeting. When a Record Date is so fixed, only members in good standing of record on that date shall be entitled to notice of and to vote at the meeting, notwithstanding any transfer of membership on the books of the Association after the Record Date.

Assessment: The term “Assessment” shall be interpreted in its broadest sense to include any and all sums of money due to the Association for any reason whatsoever, and shall specifically include dues, assessments, initiation fees, if any, special individual assessments levied pursuant to the authority set forth in Article 10 hereof, and fines.

### ARTICLE 3 MEMBERSHIP, VOTING RIGHTS AND SUSPENSION:

1. Membership: As set forth hereinabove, every owner of a Lot in Holiday Lakes is hereby declared to be a Voting member or a member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Lot. Each owner, by acceptance of a deed or other conveyance of the Lot, thereby becomes a Voting Member or a Member. When more than one person is the owner of a Lot, one such person shall be a Voting Member, and the other persons shall be members. When the owner of an interest in a Lot ceases to own an interest therein, that person or entity is no longer a member.
2. Approval and Election of Members: Members shall be approved by the Board of Directors, and no conveyance of a Lot or fractional interest therein shall be effective until the approval thereof has been

granted by the Board of Directors and endorsed upon such conveyance prior to recording thereof. It is the intent of this provision that the Board of Directors do not reject a prospective member unless the Board has a reasonable belief that a prospective new member would not be a responsible and law-abiding resident of Holiday Lakes. Membership in the Association may not be refused if such refusal would violate federal, state, or local laws or ordinances pertaining to discrimination for any reason.

3. Voting Rights:

- a. The owner or owners, collectively, of a Lot shall be entitled to one vote. Notwithstanding the foregoing, the owner, or owners of more than one lot shall have only one vote as to any matter on which a membership vote is taken.
- b. The vote of the owners of a Lot owned by more than one person, or by a corporation or other entity, shall be cast by the voting Member as to such lot. In the event of a dispute amongst multiple owners of a lot as to the identity of the Voting Members, the President of the Association shall have the authority to disqualify such vote.
- c. Decedents, Incompetents and Fiduciaries: When any person has furnished to the Association proof, satisfactory to the Association, of his/her appointment and qualification as executor under the Last Will and Testament of a deceased Lot owner, an administrator of the estate of such a Lot owner; a guardian or conservator of the estate of a ward or incompetent who is a Lot owner; trustee in bankruptcy of such a Lot owner, statutory or judicial receiver or liquidator of the estate or affairs of such a Lot owner; assignee for the benefit of creditors of the Lot owner; or other duly qualified lawful representative of a Lot owner, with authority in the premises, such fiduciary may vote as though he or she were the Lot owner.

4. Suspension of Membership

During any period in which a member shall be in default in the payment of any dues, or any annual or special assessment levied by the Association, or shall be in default of the performance of any other obligation of a member of this Association, the voting rights and the right to use the Common Facilities by such member shall be suspended by the Board of Directors until such time dues or assessments has been paid, or such default cured, in the discretion of the Board of Directors.

The rights of a member, or any tenant or guest thereof, or anyone else claiming a right by, through, or under such members, shall be suspended by the Board of Directors until such assessment has been paid. The rights of a member, tenant or guest or anyone else claiming a right by, through, or under such member, shall also be suspended, after reasonable notice and hearing, for the violation of any of the covenants, conditions, restrictions, rules and regulations, as the same may be promulgated and amended by the Board of Directors from time to time. In such event, such suspension shall be effective until the Board of Directors has, in its discretion, determined that such violation has been cured by such offending party and, further, has received such assurances as the Board of Directors may reasonably require so as to be assured that such violation will not be repeated in the future. In so doing, the Board of Directors shall have full discretion to fashion remedies satisfactory to the Association including, but not limited to, suspension of membership, suspension of use of the Common Facilities, fines to be levied as special assessments and probationary periods.

#### ARTICLE 4: MEETINGS OF MEMBERS:

1. **Annual Meeting:** Regular annual meetings of the members shall be held in Huron County, Ohio on the first Sunday in May of each year at such place and such time as may be designated by the Board of Directors. At the annual meeting, no motions, other than procedural motions, shall be voted upon unless such motion is placed before the annual meeting in one of the following ways:
  - a. Upon the approval of the majority of the Board of Directors granted at least thirty (30) days prior to the date of such annual meeting; or,
  - b. Upon a petition presented to the Board of Directors at least ninety (90) days prior to such annual meeting, such petition being signed by members in good standing (as of the date of execution thereof by such member) constituting at least ten percent (10%) of the voting members in good standing of the Association.
2. **Special Meeting:** Special meetings of the members may be called at any time by a majority of the Board of Directors, or by written request of the members in good standing entitled to exercise a majority of the voting power of members in good standing. The special meetings shall be in such place in Huron County, Ohio, on such date and at such time as may be determined by the Board of Directors.
3. **Notice of Meeting:** Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of the Association, by mailing a copy of such notice, postage prepaid, or by personally delivering such notice, at least ten (10) days before such meeting but no more than thirty (30) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. The notice shall specify the place, the day and time of the meeting. In the case of an annual meeting, the notice shall include all substantive non-procedural motions to be voted upon, and in the case of a special meeting, the purpose of the meeting. No other business shall be conducted at a special meeting except that which pertains to the purpose thereof.
4. **Procedure:** As to all matters of procedure not specifically referred to in these Bylaws, or by applicable laws of the State of Ohio, Roberts' Rules of Order shall apply.
5. **Quorum:** A quorum for the transacting of business at any meeting of members shall be those voting members in good standing, present in person or by absentee ballot.
6. **Absentee Ballots:** At all meetings, and otherwise subject to the provisions of these Bylaws, and further subject to such reasonable rules and regulations as may be implemented by the Board of Directors, each voting member may vote in person or by absentee ballot. The Board of Directors is authorized to adopt rules and regulations governing the use of absentee ballots, together with the absentee ballot form to be used.
7. **Voting Power:** Except as otherwise provided in these Bylaws, the Deed Restrictions, the Articles of Incorporation of the Association, or by law, a majority of the voting power of voting members in good standing present at any duly convened meeting in person or by absentee ballot shall be sufficient to determine any matter.

## ARTICLE 5: BOARD OF DIRECTORS

1. **General Powers:** The affairs of the Association shall be managed by the Board of Directors (sometimes referred to herein as the “Board”), which shall have such power and authority as is set forth in the Articles of Incorporation of this Association and as set forth in these Bylaws.
2. **Tenure and Qualifications:**
  - a. **Tenure:** There shall be no more than five (5) Directors, each of whom shall hold office for a term of three (3) years unless otherwise removed. Two (2) of such Directors shall be elected at the next annual meeting on which their terms presently are due to expire; the following year, two (2) of such Directors shall be elected at the next annual meeting on which their terms presently are due to expire; and the following year one (1) of such Directors shall be elected at the next annual meeting on which his or her term is due to expire. It is the intent hereof to stagger the terms of the Directors so that two (2) Directors are elected in one year, two (2) Directors are elected the next succeeding year, and one (1) Director is elected the following year. In the event that at any time there are fewer than five (5) Directors duly elected or appointed, the actions of the remaining Directors, or Director, if only one, shall be deemed to be valid acts on behalf of Board and of the Association for all lawful purposes.
  - b. **Qualifications:** A Directors shall be a member (but not necessarily a voting member) of the Association. An Associate Member is not qualified to be a director. In addition, a Director shall be a Member in Good Standing as of the date of nomination and election thereof, at least 18 years of age, and a citizen of the United States.
  - c. **Term Limits:** No Director shall be elected to more than two (2) consecutive terms of three (3) years each, and, after having served two (2) such consecutive terms, can only be eligible for election or appointment after an absence from the Board of one (1) year. An unexpired term filled by an appointed Director shall not be regarded as an elected term insofar as subsequent elections are concerned.
3. **Nomination:** Nominations for election to the office of Director shall be made by an Elections Committee. The Elections Committee shall consist of the chairperson (who shall be a member of the Board, appointed by the Board, and shall not be standing for reelection at the annual meeting at which the additional members of the Elections Committee are to be elected), and four (4) other members who shall be elected at such annual meeting. The Elections Committee so constituted shall serve until a new Elections Committee is selected at the next succeeding annual meeting. The Elections Committee shall present all qualified candidates for election to the office of Director.
4. **Election:** Election to the office of Director shall be by written ballot. Absentee ballots shall be permitted. At such election, the voting members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. The election of Directors may be conducted by mail, or at an annual or special meeting, in such a manner as the Board of Directors shall determine. In such case, the President shall set a day and time for such election. It shall be the duty of the Elections Committee to prepare ballots with the names of the candidates for each office, as selected by the Elections Committee, and to thereafter mail, no less than fifteen (15) nor more than thirty (30) days prior to the election date set by the President, a ballot, and return envelope, addressed to Inspectors of Election, in care of Holiday Lakes Property Owners Association, Inc. The Board of Directors shall appoint prior to such election two Inspectors



of Election, whose duty is shall be to safeguard the honesty and integrity of the vote to the best of their skill and ability (including but not limited to the authority to declare a ballot to be invalid in the event of an irregularity), to receive and inspect the votes case, and to otherwise conduct such election, and to thereafter certify the results of said election to the Elections Committee. The Elections Committee shall thereafter notify each Director so elected, and request that such person accept the office to which he/ she was elected.

5. Removal of Directors: Any Director may be removed by a majority vote of the voting power of the Association. In the event of the death, resignation or removal of a Director, his/her successor shall be selected by the remaining Directors and shall serve for the unexpired term of such predecessor. In addition, any Board member may be removed if:
  - a. Such Board member does not attend three consecutive regularly scheduled Board meetings provided, however, that this provision shall not apply if such absences are excused by the Board of Directors for reasonable cause; or
  - b. For reasonable cause including, but being not limited to, misfeasance or malfeasance, upon the concurrence of at least a majority of all remaining members of the Board of Directors other than the Director whose removal is under discussion.
6. Compensation: Unless otherwise determined by a majority of the Board of Directors, no Directors shall receive any compensation for any services rendered to the Association. The vote of the Director to whom compensation is proposed to be paid shall not be counted for the purpose of such vote, it being the intent here of that at least four disinterested Directors must agree to pay such compensation. Notwithstanding the foregoing, Directors who are elected in or after May 2003, are eligible to have their annual Holiday Lakes Property Owner's Association, Inc. membership dues waived the following billing year and each year thereafter for as long as he/she remains in office continuously. This applies only to the Director's membership dues and not to any additional fees. This waiver also applies to a director who has been appointed to fill a vacancy at least one year (12 consecutive months) prior to the annual membership dues billing date.
7. Regular Meetings: Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such date, place and time in Huron County, Ohio as may be fixed from time to time by resolution, or otherwise agreed upon by the Board of Directors.
8. Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than three (3) days' notice to each Director provided, however, that such notice may be waived in writing.
  - a. Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors shall be regarded as the act of the Directors if such meeting is duly convened.
  - b. Procedure: The Board of Directors shall have the right to prohibit the attendance at Board meetings (and at annual or special meetings of members) of nonmembers and members not in good standing, in the sole discretion of the Board of Directors. It is the intent of this provision that, at all times, the Board of Directors have the authority to (1) protect the privacy of the Association and its members so as not to expose the Association to claims of invasion of privacy, defamation, slander and similar claims; and (2) to prohibit members who are not in good standing from attending or participating in meetings of the Board or of the membership.

- c. Open Meetings Requirement: No regular or special meetings of the Board of Directors shall be held, nor any action taken without a meeting as permitted hereby, as the case may be, unless such meeting was open to all members (and in the case of an action taken without a meeting, such action was deliberated at a meeting open to all members), with the following exceptions:
    - i. To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of employees;
    - ii. To consider the purchase of property if premature disclosure of information would give an unfair competitive advantage to a third person;
    - iii. Privileged conferences with an attorney for this Association concerning disputes that are the subject of threatened, pending or imminent court action;
    - iv. Specialized details of security arrangements where disclosure of matters discussed might reveal information, the revelation of which would be detrimental to the Association.
  - d. In the event of an emergency threat to the health, safety or welfare of the residents of Holiday Lakes, or to their tenants or guests, where, in the opinion of a majority of the members of the board of Directors, it would be detrimental to such health, safety and welfare to wait twenty-four (24) hours after notice thereof to meet and take action, and regardless of whether the aforesaid threat is deemed by a majority of the members of the Board of Directors to be categorized as a matter pursuant to Article 5 the notice requirement of a Board meeting may be waived by a majority of the Board, and action taken to deal with such emergency threat. Provided however, that unless the emergency threat is a matter falling within the scope of Article 5, that such action taken by the Board of Directors shall be fully and openly discussed at the next regular meeting thereof. In order to more fully effectuate Article 5, the Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of Board of Directors.
  - e. Notice of any such regular or special meeting, or any other action, shall be effective when posted in advance of such meeting or action, in such manner as shall be determined by the Board of Directors.
9. Powers and Duties of the Board of Directors:
- a. Powers: The Board of Directors shall exercise all powers and authority pursuant to the Ohio Revised Code pertaining to nonprofit corporations, pursuant to the Deed Restrictions for Holiday Lakes and these Bylaws, as amended from time to time, unless such powers and authority are specifically and exclusively reserved to the membership by virtue of the aforementioned documents. Without limiting the generality of the foregoing, the Board of Directors shall have the right, power, and authority to:
    - i. Take all actions deemed necessary or desirable to comply with all requirements of law, the Deed Restrictions for Holiday Lakes, and these Bylaws;
    - ii. Obtain insurance coverage as required or desirable pursuant to the aforesaid documents;
    - iii. Enforce the covenants, conditions and restrictions set forth in the aforesaid documents;
    - iv. Repair, maintain and improve the Common Facilities;
    - v. Purchase, sell or mortgage real property owned by the Association;
    - vi. Establish, enforce, levy, and collect fines and assessments as provided in the aforesaid documents;

- vii. Adopt and publish rules and regulations governing the use of the lots, the Common Facilities and the personal conduct of the members and their guests thereon; and,
  - viii. Suspend the voting rights of a member as provided herein.
- b. Duties: It shall be the duty of the Board of Directors, in addition to all other duties required of the Board of Directors by law, by the Deed Restrictions and by these Bylaws, and without limiting the generality of the foregoing, to:
- i. Cause to be kept a complete record of all of the acts of the Board of Directors and of the affairs of the Association, and to present a statement thereof to the members at the annual meeting of the members;
  - ii. Supervise all officers, agents and employees of the Association and see their duties are properly performed;
  - iii. Establish, enforce, and collect assessments as provided in the Deed Restrictions and these Bylaws;
  - iv. Obtain insurance coverage as required or desired;
  - v. Enforce the covenants, conditions and restrictions as set forth in the Deed Restrictions and these Bylaws;
  - vi. Repair, maintain and improve the Common Facilities; and,
  - vii. Take all other action reasonably necessary required or desired to administer Holiday Lakes in accordance with the law and the documents pertaining to Holiday Lakes.
10. Executive Committee: The Board of Directors may appoint an Executive Committee of not less than three (3) members from their own number, who shall have charge of the management of the business and affairs of the Corporation in the interim between the meetings of Directors, with power generally to discharge the duties of the Board of Directors, but not to incur debts, excepting for current expenses, unless specially authorized. They shall at all times act under the direction and control of the Board of Directors and shall make report to the same of their acts, which shall form part of the records of the Corporation.

#### ARTICLE 6: OFFICERS AND DUTIES:

1. Enumeration of Offices: The officers of the Association shall be a President, Vice President, Secretary and Treasurer, each of whom shall, at all times, be members of the Board of Directors, and such other offices as the Board of directors may, from time to time by resolution, establish.
2. Election and Term: The officers of the Association shall be selected by the Board of Directors, from time to time, to serve until the Board of Directors selects their successors.
3. Special Appointment: The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, designate.
4. Resignation and Removal: Any officer may be removed from office, with reasonable cause, by a majority of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of receipt of such notice, or at any later time as may be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board of Directors shall select a person to fill such vacancy.

5. Multiple Offices: The offices of Secretary and Treasurer of the Association may not be held by the same person. No person, however, shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to this Article.
6. Duties of Officers: The duties of the officers are as follows:
  - a. President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. The President shall sign, together with the Secretary of the Association, or any other officer of the Association authorized by the Board of Directors, deeds, mortgages, bonds, contracts or other instruments on behalf of the Association, which may be authorized to be executed by the Board of Directors, except in cases where the signing and execution thereof shall be expressly delegated otherwise by the Board of Directors to some other officer or agent of the Association; and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.
  - b. Vice President: The Vice President shall act in the place and stead of the President in the event of his/her absence, inability, or refusal to act (as determined by a majority of the Board of Directors) and shall exercise and discharge such other duties as may be required of him/her by the Board of Directors.
  - c. Secretary: The Secretary shall record, or cause to be recorded, the votes and keep, or cause to be kept, the minutes of all meetings and proceedings of the Board of Directors and of the members of the Association; shall serve or cause to be served notice of meetings of the members; keep, or cause to be kept, appropriate current records showing the members of the Association, together with their addresses; and shall perform, or cause to be performed, such other duties as required by the Board of Directors.
  - d. Treasurer: The Treasurer shall receive and deposit, or cause to be received and deposited, in an appropriate account all moneys of the Association, shall disburse, or cause to be disbursed, such funds as directed by resolution of the Board of Directors; shall keep or cause to be kept, proper books of account; shall prepare, or cause to be prepared, an annual statement of income and expenditures; and shall perform, or cause to be performed such other duties as required by the Board of Directors.
7. All funds of the Association shall be deposited, from time to time, in such federally insured savings institution as the Board of Directors may select.
8. Other Officers: The Board of Directors or the Executive Committee may appoint such other clerks and employees as may be necessary or appropriate, for such terms and for such compensation as the Board or Executive Committee may determine.

#### ARTICLE 7: COMMITTEES:

1. The Board of Directors may appoint such committees as may be deemed to be appropriate in carrying out the powers and duties of the Association. Such committees shall be organized in accordance with the rules and regulations, therefore, as may be promulgated from time to time, by the Board of Directors and all members of such committees shall serve at the pleasure of the Board of Directors.
2. The Board may appoint an Elections Committee consisting of no more than five (5) Members in Good Standing, each of whom shall serve at the pleasure of the Board, which Committee shall

adopt reasonable rules and regulations to govern its own conduct, as well as the conduct of any elections or votes, including but being not limited to matters involving absentee ballots.

#### ARTICLE 8: BOOKS AND RECORDS:

1. The books, records and papers of the Association shall be at all times, during hours when the business office of the Association is open, subject to inspection by any member. The Board of Directors may establish reasonable requirements and procedures with respect to such inspection. The Association shall keep correct and complete books and records of account and minutes of the proceedings of its member and Board of Directors, and upon request of the Board of Directors, of one or more of its committees.

#### ARTICLE 9: FISCAL YEAR:

1. The Fiscal Year of the Association shall be as determined by the Board of Directors.

#### ARTICLE 10: ASSESSMENTS:

1. Creation of the Lien and Personal Obligation for Assessments: By acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed), each Grantee (and to the extent required by these Bylaws, each Member and Associate Member) is deemed to covenant and agrees to pay to the Association: (1) membership dues attributable to such lot, annual operating assessments and lot charges; (2) special assessments for capital improvements; (3) special individual assessments; and, (4) the Entrance Processing Fee, all of the foregoing being collectively referred to as “assessments” established and collected as hereinafter provided:
  - a. The annual and special assessments, together with the cost of collection thereof, attorney’s fees, and interest as provided hereinafter, shall be a charge on each Lot in Holiday Lakes and shall be a continuing lien upon such against which such assessment is levied by the Board of Directors as provided hereinafter.
  - b. Each such assessment, together with the cost of collection thereof, attorney’s fees and interest as provided hereinafter, shall also be the person obligation of each Owner of a Lot and if there is more than one Owner of a Lot (i.e., Owners of fractional interests of a Lot), then such assessment, together with the cost of collection thereof of attorney’s fees and interest as provided hereinafter, shall be the joint and several personal obligation of each of such Owners.
  - c. In a voluntary conveyance of a Lot, the Grantee or Grantees of the Lot shall be jointly and severally liable with the Grantor or Grantors thereof for all unpaid assessments against such Lot up to the time of the conveyance, without prejudice to the Grantee’s right to recover from the Grantor the amounts paid by the Grantee, therefore.
  - d. Every Lot and every Lot owner (and if more than one Lot owner, then all owners of a Lot, jointly and severally) shall be charged with an equal share of each annual and special assessment attributable to each such Lot.
2. Purpose and Nature of Assessments: The dues and assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents of Holiday Lakes and for the improvement, replacement, repair, and maintenance of the Common Facilities. More particularly,

without limiting the generality of the foregoing, such assessments shall be used for payment of the following:

- a. Annual operating assessments: Costs of the maintenance, repair and other services provided by the Association; taxes on the Association property; insurance premiums for insurance provided pursuant hereto; costs for the operation, management and administration of the Association, including, but being not limited to, fees of property management, legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association; and the salaries, wages, payroll charges, and other costs incurred to perform these services; a general operating reserve and a capital improvements reserve. The annual operating assessment shall be paid by collection of the following charges:
  - i. Membership Dues: \$700.00 (2023) year, payable in such manner as the Board shall designate. \*PER MEMBERSHIP VOTE ANNUAL DUES INCREASES TO \$700 PER YEAR STARTING WITH THE 2023 BILLING YEAR. Twenty-five percent (25%) of the membership dues collected each calendar year will be placed in a separate road account for the exclusive purpose of improving and maintaining the roads in the Holiday Lakes Subdivision. In addition, seven percent (7%) of the membership dues collected each calendar year will be placed in a separate capital improvement reserve account as referred to in Article 10.2.d.iii below.
  - ii. Lot Charges: \$20.00 per Lot, payable on or before March 1 of each calendar year. This charge is not chargeable to an Associate Member.
  - iii. Entrance Processing Fee: \$2,000 due with the application for membership and refundable if membership is not approved. This fee is not chargeable to an Associate Member.
- b. Special Assessments for Capital Improvements: The expense to construct, reconstruct and replace capital improvements which are a part of the Common Facilities, including personal property and fixtures to the extent reserve funds are insufficient, therefore.
- c. Special Individual Assessments: The individual assessment is to reimburse the Association for the cost of performing obligations of a Lot Owner pursuant to the provisions of the Deed Restrictions, the Bylaws, or for such reason as may hereafter be determined by the Board of Directors, but especially without limiting the generality of the foregoing, for the reason of levying as an assessment (1) the cost of enforcement against a Lot Owner, the occupant thereof, or the respective licensees and invitees thereof, of any violation of the terms of the Deed Restrictions, the Bylaws, or such rules and regulations as may, from time to time, be adopted by the Board of Directors; or (2) costs incurred by the Association in the event the owner of a Lot or the occupant thereof fails to maintain such Lot in a manner which, in the discretion of the Board of Directors, constitutes a nuisance or threatens the welfare of other Lot owners or occupants; or (3) any fines or penalties levied by the Board of Directors (in its discretion, after reasonable notice and a hearing), upon a Lot Owner for any of the occurrences referred to in this paragraph, which fines and penalties the Board of directors is specifically authorized hereby to levy.
- d. Levy and Amount of Assessments:
  - i. Annual operating assessment: The annual operating expense shall be that amount of funds, estimated by the Board of Directors, to be necessary for all operating expenses of the Association for the balance of the next succeeding fiscal year.

- ii. Operating reserve: The Board of Directors may establish and maintain a general operating reserve fund in such amount as shall be determined by the Board of Directors so as to assure availability of funds for the normal operation of the Association and shall accordingly assess and collect assessments in such amount and in such fashion reasonably deemed necessary by such Board of Directors.
  - iii. Capital improvement reserve: The Board of Directors may establish and maintain a reserve fund in such amount as such Board may deem appropriate so as to assure the availability of funds for the repair and replacement of capital improvements which are a part of the Common Facilities. Payments by members into this fund shall be contributions to the capital of the Association. These funds shall be used for such purposes as the Board of Directors, in its discretion, may determine.
  - iv. Special assessments for capital improvements: In addition to the annual operating assessment referred to hereinabove, the Board of Directors may levy, at any time, in its discretion, special assessments to construct, reconstruct, or to replace capital improvements on the Common Facilities to the extent that reserves therefore are insufficient, provided, however, that new capital improvements, which are constructed for purposes other than to replace existing improvements, shall not be constructed nor funds assessed therefore without the prior affirmative vote of a majority of the voting power of all members in good standing of the Association.
  - v. Special Individual Assessments: Board of Directors may levy an assessment against an individual Lot, to reimburse the Association for those costs incurred in connection with that Lot, in the event the Lot Owner fails to maintain such Lot as provided in the hereinabove, or in the event that any action is instituted against a Lot owner, the occupant thereof, or the respective licensees and invitees thereof, as a result of any violation of the terms of the Deed Restrictions, these Bylaws, or such rules and regulations as may, from time to time, be adopted by the Board of Directors.
3. Effect of non-payment of assessments--remedies of the Association:
- a. If any installment of any assessment is not paid within thirty (30) days after the same has become due, the entire unpaid balance of such assessment shall then automatically be accelerated and shall immediately become due and payable in full, together with the cost of collection thereof, attorneys fees and interest on the entire unpaid balance of such assessment at the rate of two percent (2%) per month (24% per annum), or the highest interest rate permitted by law, if less than as aforesaid.
  - b. At any time after an assessment or an installment thereof levied pursuant hereto remains unpaid for thirty (30) days after the same has become due and payable, a Certificate of Lien for the entire unpaid balance of such assessment, together with the cost of collection thereof, attorneys fees and interest on the entire unpaid balance of such assessment at the rate set forth hereinabove may be filed with the recorder of Huron County, Ohio, pursuant to authorization given by the Board of Directors. Such Certificate shall contain a description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment and shall be signed by the President or other officers designated for such purpose by the Board of Directors.
  - c. The lien provided for herein shall remain valid for a period of five (5) years from the date of the filing of the aforementioned Certificate of Lien, unless sooner released or satisfied in

the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided.

- d. Except as to first mortgages as provided hereinafter, the lien referred to herein and the rights of the Association as provided herein shall not in any way be affected, abridged, or impaired by the conveyance of the Lot to which such lien applies, but such rights shall continue as against the parties to whom such Lot is conveyed as provided hereinabove.
- e. The Association, as authorized by the Board of Directors, may bring an action at law against the member or members obligated to pay the assessments referred to herein, or an action to foreclose the lien referred to hereinabove, or both. In any such foreclosure action, the member or members shall be required to pay a reasonable rental to the Association for that Lot during the pendency of such action, and the Association shall be entitled to become a purchaser at the foreclosure. In any such action, interest and costs of such action shall be added to the amount of any such assessment, to the extent permitted by the laws of the State of Ohio.
- f. No member of the Association may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Facilities, or by abandonment of such member's Lot.
- g. Any member who believes that an assessment chargeable to such member's Lot, for which a Certificate of Lien has been filed by the Association, has been improperly charged against that Lot may bring an action in the Court of Common Pleas of Huron County, Ohio, for the discharge of such lien. In any such action, if it is finally determined that all or a portion of such assessment has been improperly charged to such Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.
- h. In addition to the foregoing remedies available to the Association, and not by way of limitation, the Association, as authorized by the Board of Directors, may bring an action at law or in equity against any member or members for the purpose of;
  - i. Collecting any monetary sums due to the Association; or
  - ii. To recover the cost of performing obligations of a member pursuant to or, in the discretion of the Board, reasonably attributable to a violation of, or expense of, the Association incurred in connection with a violation of the provisions of the deed restrictions, the bylaws, any rules or regulations, or for such other reason as may be determined by the Board of Directors but especially, without limiting the generality of the foregoing, for the reason of recovering
    - 1. The cost of enforcement against a lot owner, the occupant thereof, or the respective licensees and invitees thereof, of any violation of the terms of the deed restrictions, the bylaws or such rules and regulations that may, from time to time be adopted by the Board of Directors;
    - 2. To recover costs incurred by the Association in the event the owner of a lot or the occupant thereof fails to maintain such lot in a manner which, in the discretion of the Board of Directors, constitutes a nuisance or threatens the welfare of other lot owners or occupants; or
    - 3. To collect any fines or penalties levied by the Board of Directors (in its discretion after reasonable notice and a hearing), upon a lot owner for any of the occurrences referred to herein, which fines and penalties the Board of Directors if specifically authorized hereby to so levy. In the event the Association prevails in any such action, at law or in equity, the



Association shall be entitled to recover attorney's fees and expenses incurred by the Association in connection with such action.

4. Subordination of the Lien to the First Mortgages: The lien of the assessments provided for herein (but not a Certificate of Lien as provided hereinabove) shall be subject and subordinate to the lien of any duly executed and recorded first mortgage, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in such mortgage, or by foreclosure of the mortgage, or by deed, or by deed in lieu of foreclosure, and any purchaser at a foreclosure sale shall take the property free of any claims for unpaid assessments or charges against the said Lot (except those referred to in a Certificate of Lien) which are attributable to the period prior to the time such owner or purchaser took title to such Lot.
5. Local Government Assessments: In the event any governmental body should, in connection with a sewer, water, street, street lighting, or sidewalk improvement, or similar improvement or maintenance program or other governmental action, levy an assessment against all or any part of the Common Facilities of the Association, those assessments shall be shared among all Lots, and if the same is paid by the Association, the same shall forthwith upon such payment be assessed by the Association among all Lots in the same proportions as annual operating assessments as otherwise provided hereinabove.
6. Certificate Regarding Assessment: The Association shall, upon demand, and for a reasonable charge, at the discretion of the Board of Directors, furnish a certificate signed by an officer of the Association setting forth whether the assessments as to a specified Lot have been paid and, if such assessments have not been paid, the amount so unpaid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
7. Effective Date and Method of Payment of Annual and Special Assessments:
  - a. Effective date of assessment: Any assessment created pursuant hereto shall be effective, provided it is created by the Board of Directors in accordance with the Bylaws of the Association, and if written notice of the amount thereof is sent by the Board of Directors to the member of the Association subject thereto at least thirty (30) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments as provided hereinafter, written notice mailed or delivered to a member's Lot shall constitute notice to that member, unless the member has delivered written notice to the Board of Directors of a different address for such notice, in which event the mailing of the same to that last designated address shall constitute notice to the member.
  - b. Method of Payment:
    - i. Each assessment created pursuant hereto shall be due in full on the effective date thereof unless otherwise provided by the Board of Directors.
    - ii. If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be paid into the reserve fund and shall in no event be deemed to be profits, nor available, except on dissolution of the Association, for distribution to members. However, if the Board of Directors should determine that the retention of any assessments collected in excess of ordinary and necessary expenses would subject any proceeds to taxation, the Board of Directors, in its discretion, may refund all or any portion of such excess among the members owning those Lots at the time of such distribution in the same proportions as the same were made with respect to the Lots of those members. Alternatively, any such excess may be applied by the Board of Directors so as to reduce the assessments next falling due.

ARTICLE 11: RENTAL RESTRICTIONS:

1. No lot owner shall rent, lease, sublease or allow another person to use any lot or home at Holiday Lakes Subdivision for any period of less than three (3) consecutive months. Any lot owner who wishes to lease, sublease, sell by land contract or otherwise allow another person to rent or use the lot at Holiday Lakes Subdivision, must request and first obtain approval for such person or persons as Associate Members in Holiday Lakes Property Owner's Association, Inc. The maximum number of such Associate memberships shall be one (1) regardless of the number of lots or homes owned by said member. The home or lot owner is liable for payment of any and all dues and charges accruing against such Associate membership and shall be responsible for the observance of Rules and Regulations of Holiday Lakes Property Owner's Association, Inc. by such Associate Member. The home or lot owner shall be considered delinquent, not in good standing, and shall be suspended of membership privileges if such owner fails to make arrangements to pay the liabilities of the Associate Member if they become delinquent.

ARTICLE 12: INCORPORATION BY REFERENCE OF PREVIOUSLY EXISTING CODE OF REGULATIONS:

1. Reference is hereby made to the Code of Regulations of Holiday Lakes Property Owner's Association, Inc. (the "Existing Code of Regulations") as they exist as of the date of adoption of these Amended Bylaws. To the extent matters in the Existing Code of Regulations are not specifically referred to in these Amended Bylaws, such matters are hereby incorporated by reference as though fully rewritten herein. In the event of a conflict between the Existing Code of Regulations and these Amended Bylaws, the reasonable interpretation of these Amended Bylaws shall be controlling.

ARTICLE 13: MANDATORY ARBITRATION PROCEEDINGS:

1. In the event a member of the Association believes he or she has a claim against the Association, such member shall submit to the arbitration process set forth herein. Failure of such member to so arbitrate shall be grounds for the Association to seek a stay of litigation filed against it by such member. The Association shall be entitled to recover reasonable attorney's fees from such member in connection with the seeking and/or obtaining such stay by the Association.
2. A member shall request arbitration in writing, setting forth the nature of the dispute and shall deliver same to the business office of the Association. Within fourteen (14) days after receipt thereof, or as soon as is reasonably practicable thereafter, the parties shall meet and seek to select a mutually acceptable arbitrator. If the parties are unable to do so, then each party shall select an arbitrator and the two arbitrators so chosen, within fourteen (14) days thereafter or as soon as is reasonably practicable thereafter, shall select a third. None of the three (3) arbitrators shall be members of the Association unless both parties agree.
3. The arbitration shall be held at such time and place in Huron County, Ohio as the Arbitrator(s) shall choose, after consultation with the parties and within thirty (30) days after selection of all of the Arbitrator(s), or as soon as is reasonably practicable thereafter.

4. At the arbitration proceeding, either party may be represented by counsel if such party desires. There shall be no formal rules of evidence and either party may videotape, record, or otherwise transcribe the proceedings. Any discovery shall be at the discretion of the Arbitrator(s).
5. The Arbitrator(s) shall render a written decision to the parties within fourteen (14) days after the arbitration proceeding or as soon as is reasonably practicable thereafter. A decision rendered by two of the three Arbitrator(s) if there be more than one arbitrator, shall be deemed to be a decision of the arbitration panel. The prevailing party may seek to enforce the decision of the arbitration panel by bringing an action in the Huron County, Ohio Court of Common Pleas as provided in Chapter 2711 of the Ohio Revised Code.
6. Any expense of the Arbitrator(s) shall be borne by the party or parties in the amount and manner as may be decided by the Arbitrator(s).
7. Chapter 2711 of the Ohio Revised Code shall be applicable to all proceedings hereunder and in the event of a conflict between the provisions hereof and Chapter 2711, the provision of 2711 shall control. Further, these Bylaws shall constitute and be deemed to be a written agreement for arbitration as referred to in Chapter 2711.
8. The Board of Directors shall have the authority to establish reasonable procedures in effectuating this provision in a manner consistent herewith, but not inconsistent with the provisions of Chapter 2711.

#### ARTICLE 14: INTERPRETATION:

1. It is the intent of these Bylaws that each and every provision hereof be applicable to all parties owning or residing in property at Holiday Lakes, as well as to all parties entering Holiday Lakes, except to the extent of any specific exceptions contained in these Bylaws. In order to more fully effectuate the intent of these Bylaws, the usage of any one of the terms "Voting Member", "Member", "Associate Member", "Grantor", "Grantee", "Lot Owner", "Guest", and any other term of similar import, whether used in the singular or in the plural, shall be deemed to mean each or any one of the aforesaid terms should the context reasonably require, and each of said terms shall be deemed to be interchangeable with and substituted for one another should the context reasonably require. Further, as to any matter requiring interpretation of these Bylaws, the broadest and most liberal construction shall be applied to the aforesaid terms and to all other terms contained in these Bylaws, to be consistent with and to fully effectuate the intent generally expressed in these Bylaws and specifically expressed in this Article 14.

#### ARTICLE 15: AMENDMENTS TO BYLAWS:

1. These Bylaws may be amended with the approval of the majority of those voting members of the Association who are present in person or by absentee ballot and who are in good standing and who are voting either in person or by absentee ballot at a duly convened annual or special meeting.

**HOLIDAY LAKES REQUIRED  
BUILDING PERMIT AND CONSTRUCTION BOND FEES 2023**

	<b>Permit Fee</b>	<b>Bond Fee</b>
New Home	\$500	\$500
Addition	\$100	\$500
In Ground Pool	\$50	\$250
Above Ground Pool	\$50	\$250
Detached Garage	\$100	\$250
Boat House	\$100	\$250
Drive or Culvert	\$50	\$250
Septic System	\$50	\$250
Deck/Porch ~ New/Add-on/Replace		
Fencing	\$50	
Excavating/Demo	\$50	
Dumpster		\$250
Shoreline	\$50	\$250
Dock ~ New/Replace	\$50	\$250
Concrete Work	\$50	\$250
Boat Lift/Platform	\$50	

(Any structure permanent or semi-permanent that creates an appurtenance in the lake.)

No permit required for the following: Roof, Siding, Window/Door replacement. Members will be assessed a \$500 fine if found doing construction on any of the above projects without applying for and obtaining a construction permit and/or posting a performance bond prior to any work being done. Failure to do so will result in a \$200 per month fine assessed to the property owner until all construction has been terminated, removed, and restored. All work must comply with dimensions and setbacks of Holiday Lakes Building and R.C.O. Codes. If more than one line item is to be performed at the same time, each permit fee applies. The only exception is a New Home Permit, which includes septic, culvert, and drive. No combining multiple jobs into one permit. If work is started without applying for and receiving permit with approved plans, the permit fee will be doubled, plus \$500 fine. MEMBERS SHOULD CALL TO SEE IF A PERMIT IS NEEDED. 419-935-0238. PLEASE SUBMIT A SITE PLAN WITH EACH PERMIT REQUEST. New Homes, Additions, Detached Garages: Township zoning permit needed in addition. SUBMIT ROAD BOND FOR \$250 FOR ANY HEAVY EQUIPMENT THAT WILL CROSS HL ROADS FOR CONSTRUCTION OF ANY KIND.