

KEY:

ITALICS: Moved from one area of the code to another.

BOLD: Added Items.

~~STRIKETHROUGHS~~: Items removed from C.O.R.

CODE OF REGULATIONS
OF
THE TWIN LAKES ASSOCIATION*

The Twin Lakes Association (**TLA**) has been incorporated as a non-profit association to provide a means of assuring owners of property in the Twin Lakes area of full, complete, exclusive and permanent use of the Twin Lakes and the "common property" adjacent thereto in accordance with the original plan of The Davey Investment Company and as specified in all deeds of conveyance made and executed by The Davey Investment Company pursuant to such original plan. The said deeds of conveyance of The Davey Investment Company have contained the following provisions, among others:

"As a part of the consideration of this deed the Grantor agrees to convey to a Trustee or Trustees here after to be designated, so much of the two bodies of water known as "Twin Lakes"...with such additional lands as the Grantor may deem best; and said Trustees ...shall hold legal title to said land and to devote said land to the purposes of parks and recreation grounds for the exclusive use and benefit of the owners of lots and lands in said Twin Lakes acreage..."

"Any and all of the rights and powers of the Grantor herein given, reserved or contained, may be assigned to any corporation which may hereafter be organized, or any person or persons which will assume the duties of the grantor herein, pertaining to the particular rights and powers assigned to any such corporation, or person or persons, evidencing its or their consent in writing, to accept such assignment and assume such duties. In the event of such assignment and the acceptance of such assignment by such corporation, person or persons it or they shall, to the extent of such assignment, have the same rights and powers, and to subject to the same obligations and duties, as are given to and assumed by parties herein."

Pursuant to the above, The Davey Investment Company has assigned and conveyed to the Twin Lakes Association all its rights and powers in respect to "common property" and its supervisory and governing powers in respect to restrictions, limitations and conditions imposed upon property adjacent to the "common property". The approval of this Code of Regulations shall be and constitute the consent of the Twin Lakes Association to assume the duties and accept the rights and privileges of The Davey Investment Company assigned and conveyed in the deed of The Davey Investment Company to the Twin Lakes Association.

Pursuant to the TLA Articles of Incorporation, the first purpose for forming the Twin Lakes Association is, "To acquire legal title to real property in and about the two bodies of water commonly known as "Twin Lakes"... and to devote said property to the purposes of parks and recreation grounds for the use and benefit of the owners of lots and lands in said Twin Lakes..."

Accordingly, no extraction of minerals, gas, or oil is permitted on common properties, nor may common properties be used in combination with private property for these purposes. Common properties are recreational community resources and shall not be used for commercial or industrial activities contrary to this purpose.

ARTICLE I
DEFINITIONS AND PROPERTY OWNERS

Section 1: Definition of Properties. These are the eight areas designated as “common properties”. These areas are maintained for the use and enjoyment of all property owners in good standing and their guests. The common properties are as follows:

- A. Twin Lakes – The Twin Lakes are natural, spring fed, kettle lakes. A channel running underneath State Route 43 connects them. Identified only as East and West Twin.
- B. South Boulevard Area – situated at the west end of South Boulevard. A large, grassy knoll leading down to a boat dock, boat ramp, canoe racks and picnic area.
- C. Elma Street Area – situated at the south end of Elma Street (cross road South Boulevard). A small picnic area with boat dock, boat ramp and canoe rack.
- D. Lagoon Area – situated at the far west end of West Twin off Westlake Boulevard. A boat dock, boat ramp, canoe rack and picnic area.
- E. Beach Area – situated off Merrill Avenue. Largest of the common properties, with a large parking lot, boat docks, boat ramp, canoe racks, bathhouse, pavilion and a beach with picnic and play areas.
- F. Pike Area – situated off State Route 43. Large grassy area with picnic area, boat dock, boat ramp, and canoe racks.
- G. Woodway Area – situated off Woodway Road (secluded and very narrow). Only enough room for small boat docks and canoe racks.
- H. Birkner Pond Area – situated between Greenwood Avenue and Birkner Drive.

Section 2: Definition of Terms.

- A. *Property Owner – Each person who is the fee owner, as shown by the real estate property records of the Auditor of Portage County, of real property situated within the area commonly known as **Twin Lakes** hereinafter more specifically described, shall be a property owner of **Twin Lakes Association** subject to the Code of Regulations and limitations hereinafter prescribed: ~~and as more specifically described below:~~*

~~Property Owner—any individual recognized as legally owning property within the Twin Lakes community that is subject to the TLA Code of Regulations herein defined to include individuals permanently residing within the household of a property owner.~~

- 1. For residential properties within the Twin Lakes community that have lake-use rights but not access to the other common properties, the owner

of such property and individuals permanently residing in his/her household may be granted access to the common properties upon payment of an annual assessment as calculated for properties subject to the TLA Code of Regulations. Upon receipt of payment, said **owners** will be considered property owners in good-standing as defined herein and subject to the rules and regulations of the TLA. Said access is subject to annual approval by the TLA Board of Trustees.

2. For residential properties within the Twin Lakes community that have neither lake-use rights nor access to the other common properties, but have shorelines adjacent to either East Twin or West Twin, the owner of such property and individuals permanently residing in his/her household may be granted access to the common properties upon payment of an annual assessment as calculated for properties subject to the TLA Code of Regulations. Upon receipt of payment, said **owners** will be considered ~~property owners~~ in good-standing as defined herein and subject to the rules and regulations of the TLA. Said access is subject to annual approval by the TLA Board of Trustees.
3. Owners of select properties, as described above in 2.A.1 and 2.A.2., at the discretion and approval of the TLA Board of Trustees, may add the appropriate language to the deed for said properties to permanently and legally include the property in the TLA, subject to its rules and regulations.
4. The term "Twin Lakes Association" shall include the following:
 - a. Twin Lakes Park Allotment #1
 - b. West Twin Lakes Allotment
 - c. East Golf Allotment Division I and II
 - d. Twin Lakes Park Golf Allotment
 - e. Such other real property acquired either mediately or immediately by virtue of a deed from The Davey Investment Company. ~~and~~
 - f. *Such other property entitled to lake rights prior to date hereof approved for inclusion herein and the owner of which shall have agreed to conform in respect to the use of his property to the restrictions contained in the deeds of conveyance of The Davey Investment Company to the various owners of the property in the allotments numbered a. thru d. ~~inclusive~~ above and shall also*

have registered as herein provided and shall have agreed to the provisions and requirements of this Code of Regulations.

g. *The term “Twin Lakes Association” shall not include the Country Club property except in so far as such corporation shall have or acquire property to be used exclusively for private dwelling house purposes and which property is included in Twin Lakes Association as above defined. The participation of the Country Club in the affairs of the Association by inclusion of the President of the Country Club in the constituency of the Board of Trustees as hereinafter provided shall not entitle the **property owners of the Twin Lakes Association to privileges of the Country Club, nor shall anything herein contained entitle members of the Country Club to privileges of the Association** except upon such terms and conditions as the Board of Trustees shall from time to time determine.*

B. Good Standing – Any property owner who is **current in all their payment of the annual TLA assessments and is not in subject to disciplinary actions by the TLA Board of Trustees as described in Article X.**

C. Permanent resident – any individual whose legal residence is defined to be:

1. In the household of a property owner, or
2. In a rental property that possesses lake-use or TLA deed language or shoreline frontage. ~~Herein referred to as an “Associate of the TLA”.~~

D. Guest – any individual who is, neither a property owner ~~or Associate of the TLA as defined above~~ **nor a permanent resident, but has valid permission of a property owner as defined in Article II.**

Section 3: Voting Rights. Property owners upon whose property a residence has been constructed, or so far constructed as to be presently habitable, in conformance with the covenants contained in the original deed of conveyance by which said owner ~~mediately (?) or immediately~~ acquired title, together with property owners who are owners of unimproved lots and who have registered their names with the ~~TLA Corporation~~ as herein provided, *shall be entitled to one vote at all meetings of property owners regardless of the number of sub-lots or parcels of land said property owner owns within the TLA. In case any sub-lot shall be jointly owned, the owners, upon qualifying as herein provided, shall be entitled to one vote.*

Section 4: Proxies: *Any property owner of the TLA who is entitled to vote at any meeting of property owners shall be entitled to vote by proxy appointed in writing **and** signed by such property owner, which need not be sealed, witnessed or acknowledged.*

Section 5: Annual Meeting. The annual meeting of the property owners of the TLA shall be held in Franklin Township, Portage County, Ohio at 8 o'clock P.M. or at such other time as may be designated by the Board of Trustees and specified in the notice of the meeting, in the month of October, but not on a legal holiday.

Section 6: Special Meeting. Special meeting of the property owners of the Association may be called by the Trustees or by petition of ten percent (10%) of the property owners whose names are entered upon the Voting Register of the Association. **The Trustees shall convene and conduct said Special Meeting within thirty (30) days of receipt of this legal petition. Any topic voted on and passed by a majority count at special meetings will be added to the Agenda of the Annual Property Owners Meeting for approval unless the Board of Trustees votes to take immediate action on that topic.**

Section 7: Property Ownership List Book. The Trustees will make or cause to be made an examination of the records of the County Auditor and the County Recorder of Portage County to ascertain the **property** owners of TLA. Such examination will be made on or before January 31st of each year, and the ~~list book~~ will contain ~~a list of the~~ names, mailing addresses and dates of recording of the deeds of each property owners of record as of January 1st of such year, the name of the allotment and the **sub-lot(s)** possessed by such owners, and the tax valuation thereof as established for the preceding year.

Section 8: Notice of Meetings. Not less than **twenty (20)** days before the date fixed for a meeting of property owners, written notice of the time, place and purpose of such meeting shall be given to each property owner, whether or not a voting property owner, by or at the direction of the President or Secretary. The notice shall be served upon or mailed to each such property owner at his mailing address as shown by the property ownership **list**. If no address or change of address has been given by the property owner, notice shall be deemed to have been given if mailed to the last known address of **that** property owner.

Section 9: Quorum. As long as proper notification of a meeting has been given (see Section 8), those voting property owners present or present by proxy, shall constitute a quorum.

Section 10: Property Ownership Card. Each property owner of the TLA shall be entitled to a **card** showing property ownership **and one guest card**. Cards shall be in such form as the Board of Trustees may from time to time prescribe, and shall certify the vote to which that property owner is entitled. Each card shall be issued in numerical order from the property ownership **list** and be signed by the President and Secretary. ~~A full record of each certificate as issued shall be entered on the stub thereof.~~ **Cards** shall not be transferable and shall be cancelled upon termination of rights and privileges of the property owner ~~for any cause~~.

Section 11: Property Owner Action Required. Any action taken by or on behalf of the TLA involving an expenditure in excess of the annual budget, provision for which is hereinafter set forth, or for expenditures other than for additional necessary expense and

cost of maintenance and preservation of the common property incurred or to be incurred, or in respect to the acquisition of additional land and water adjacent to or a part of either East or West Twin Lakes, or in respect to an extension of rights established by ~~the this~~ Code of Regulations to additional areas, or in all other cases, shall be authorized and may be authorized only by a vote of the property owners entitled to voting privileges as herein provided. Any action requiring such prior authorization of the property owners of the TLA shall be taken only pursuant to the affirmative vote of at least fifty percent (50%) of the property owners entitled to voting privileges present and voting at a meeting.

ARTICLE II SPECIFIC REQUIREMENTS

Section 1: Who May Use the Lakes and Common Properties

- A. Property owners in good-standing, as defined above, with a valid Property Ownership Card in their possession.
- B. Any individual meeting any of the following conditions except as otherwise restricted:
 - 1. The individual is a **guest** of TLA with a valid **Guest Card** in his/her possession.
 - 2. A Guest Card may be requested by property owners in good standing for:
 - a. A rental property that possesses lake-use or TLA deed language or shoreline frontage.
 - b. The individual(s) who reside on the rental property
 - 3. ~~All assessments on the property must be paid in full. If any annual assessment on the rental property is not paid in full, the renter may not have access to the lakes and common properties.~~
 - c. **One guest card will be provided to a property owner for each rental unit that they possess.**
 - d. *In special circumstances, such as house sitters, baby-sitters, and/or house guests, the property owner should consult the Business Manager.*
 - e. *The maximum number of guests per guest card per visit will be determined by the TLA Board of Trustees annually prior to the mailing of the assessment statements.*
 - f. *As defined in Art. II, Sect. 1B above, any property owner not in good standing may not be the guest of another property owner who is in good standing.*
 - g. *Parents or **Legal Guardians** are responsible for children under the age of 18 years*
 - h. *A property owner and/or **guest** is personally responsible for the conduct of persons residing permanently in his/her household and invited guests, when such persons are using the common properties and lakes.*
- 2. ~~The individual is accompanied by a property owner or a TLA Associate in good-standing with a valid TLA identification card in his/her possession.~~

~~(3) The individual possesses a valid TLA guest card. One guest card will be issued to each property owner annually along with his/her property owner's card. The individual who possesses a guest card has the right to use all common properties subject to all the rules and regulations of the TLA. The TLA Board of Trustees annually prior to the mailing of the assessment statements.~~

Section 2: Common Property and Lakes.

- A. A property owner and/or TLA **guest** is prohibited from applying or causing to be applied herbicides or algacides in the lakes without the specific written permission of the TLA Board of Trustees. A property owner and/or TLA **guest** is prohibited from introducing exotic species into the lakes without the specific written permission of the TLA Board of Trustees.
- ~~B. No trapping is permitted on common property or the lakes without the specific written permission of the TLA Board of Trustees. Should that permission be granted, only live traps will be permitted.~~

Section 3: Boats and Docks.

- A. No boats of any kind longer than 19 feet are permitted on the lakes or to be stored on the common properties.
- B. Motors cannot be used on any vessels on the lakes, except under the following conditions:
 - 1. Vessels which are used by the TLA to perform work and maintenance on the common properties and lakes.
 - 2. Emergency equipment used in a search and rescue operation by an emergency services organization.
 - 3. Electric trolling motor permits may be issued by the Board of Trustees:
 - a) To persons with a documented medical disability. The medical disability must be verified by a medical doctor other than the applicant.
 - b) To persons aged 55 years or older
 - c) Operation of any electric motor is restricted to the permit holder only.
 - d) The electric motor battery must be leak-proof and tethered to the boat when in use.
 - e) The electric motor must not produce a wake.
- C. No pontoon boats or houseboats are permitted to be used or stowed on the common properties and lakes except such boats when used in conjunction with task listed in Art. II, Sec. 3B.1 and Sec. 3B.2 above.
- D. Moored rafts may be permitted with the approval of the Board of Trustees. The Board of Trustees has final approval regarding the size and location of such rafts

and also may limit the total number of moored rafts permitted in the Twin Lakes. The property owner remains liable for maintenance, use or misuse of any approved moored rafts.

Section 4: Fishing. Shelters used for ice fishing must have a written permit from the Board of Trustees displayed on the outside of the shelter. No ice fishing shelters shall be left unattended along the common properties.

ARTICLE III BOARD OF TRUSTEES

Section 1: Powers and Responsibilities. The Board of Trustees shall have general supervision over the property, business and affairs of the TLA. Including, **but not limited to**, ~~without limitation upon the generality thereof~~, the power to purchase or otherwise acquire property, **to maintain and improve** ~~develop such property and make improvements thereupon~~, and to make assessments upon the property owners, as hereinafter provided in Article IX.

Section 2: Number, Term of Office and Election of Trustees. The Board of Trustees shall consist of *not less than three, nor more than nine members. Unless otherwise determined by the property owners the number of Trustees shall be nine.* ~~Such~~ **The number of Trustees may be amended by a meeting of property owners determined by the affirmative vote of seventy –five percent (75%) a majority of the property owners entitled to voting privileges as herein provided and present and voting on such proposal.** ~~as the property owners, at any annual or special meeting called for the purpose of electing trustees, Whenever the property owners shall have so determined the number within the limits aforesaid, such number shall be deemed the authorized number of members of the Board of Trustees until the same shall be changed by the property owners as aforesaid.~~

The Trustees elected at the organizational meeting of property owners of TLA shall serve as the Board of Trustees of the TLA **for three (3) consecutive years.** ~~until the expiration of their terms in the years 1956, 1957 and 1958, respectively. Each Trustee to be elected shall serve for a period of three years and until his successor has been elected; Provided, however, that~~ Any Trustee may resign at any time by filing a written resignation with an officer of the TLA. Any vacancy in the Board of Trustees, however arising, shall be filled within one month of the occurrence of the vacancy in the following manner: the first runner-up from the last **annual meeting** election shall be invited to serve. If this person refuses to serve, the other candidates from ~~that the last~~ election should be asked to serve in the order of a vote count. In case none of these wishes to serve, the Board shall **elect by a majority vote**, an Association property owner to fill the unexpired term, **hereafter referred to as replacement term.** Unless otherwise determined in the accordance with this Section 2, three Trustees shall be elected at the annual meeting of the TLA ~~in 1971 and thereafter, the number to be elected each year shall be three.~~

A Trustee's term shall be limited to two (2) consecutive terms, **not including replacement terms.** ~~and then~~ After being off for three (3) years, a **Trustee** can be re-elected.

***Section 3: Qualifications of Trustees. Only property owners of the Association who reside within the Twin Lakes Development shall be eligible for the election as members of the Board of Trustees, and the term of office of any Trustee so elected shall terminate, and he or she shall thereupon without further action cease to be a Trustee of the TLA, at such time as he or she shall, for any reason, cease to be a property owner of the TLA residing within the Twin Lakes Development. **If two or more owners of one property are on the Board of Trustees, the "one vote per household" restriction does not apply to any vote taken by the Board of Trustees.**

Section 4: Organization Meeting. Immediately after each annual meeting of the property owners, the newly elected Board of Trustees ~~shall~~ **may** hold an organizational meeting at the same place for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5: Regular Meeting. Regular meetings of the Board of Trustees may be held at such times and places within **Portage County, Ohio** as may be provided for in by-laws or resolutions adopted by the Board of Trustees and upon such notice, if any, as shall be so provided.

Section 6: Special Meetings. Special meetings of the Board of Trustees may be held at any time within Franklin Township, Portage County, Ohio upon call by any two trustees. Notice of each such meeting shall be given to each trustee ~~by letter or in person~~ not less than three (3) days prior to such meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

Section 7: Quorum. A quorum of the Board of Trustees shall consist of a majority of the members of the Board of Trustees then in office. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present except as in this Code of Regulations otherwise expressly provided.

Section 8: By-Laws. The Board of Trustees may adopt By-Laws for its own government, not inconsistent with the Articles of Incorporation or this Code of Regulations.

ARTICLE IV OFFICERS

Section 1: Election and Designation of Officers. The Board of Trustees, at its organizational meeting, shall elect a President, **Vice-President**, Secretary, Treasurer and

such other officers as the Board may deem necessary. **A trustee may hold more than one office concurrently.**

Section 2: Term of Office: Vacancies. The officers of the TLA shall hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in case of resignation, death or removal. The Board of Trustees may remove any officer at any time without cause by a majority vote of the **entire** board. Any vacancy in the Board of Trustees, however arising, **shall be filled as outlined in Article III. Section 2, paragraphs 2 & 3.** ~~Within one month of the occurrence of the vacancy in the following manner: The first runner-up from the last election shall be invited to serve. If this person refuses to serve, the other candidates from the last election shall be asked to serve in the order of vote count. In case none of these wishes to serve, the Board shall select an Association property owner to fill the unexpired term.~~

Section 3: President. The President shall have the general executive supervision over the routine affairs of the Association and such other powers and duties as may be prescribed by the Board of Trustees.

Section 4: Vice-President. The Vice-President shall assume the duties of the President in his or her absence.

Section 5: Secretary. The Secretary shall keep the minutes of meetings of the property owners and the Board of Trustees. He/ She shall keep a property ownership list wherein he/s²he shall record the name and address of each property owner of the TLA and the date(s) of recording of the deed(s) of each property owner of record and shall keep such other books as may be required by the Board of Trustees, shall give notices of property owners and Trustees' meetings required by law, or by these regulations, or otherwise, and have such other powers and duties as the Board of Trustees may prescribe.

Section 6: Treasurer. The Treasurer shall receive and have charge of money, bills, notes, bonds and similar property belonging to the Association, and shall do with the same as may be ordered by the Board of Trustees. He/She shall keep accurate financial accounts and hold the same open for the inspection and examination of the Trustees. On the expiration of his/her term of office, he/she shall turn over to his/her successor, or to the Board of Trustees, all property, books, papers and money of the Association in his/her hands.

Section 7: Other Officers. Any other officers that the Board of Trustees may elect shall have such powers and duties as the Board of Trustees may prescribe.

Section 8: Delegation of Duties. The Board of Trustees is authorized to delegate duties of any officer to any other officer, **or association employee**, and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein

ARTICLE V
COMPENSATION

Section 1: Trustees and Officers. Members of the Board of Trustees and officers of the TLA shall serve without compensation.

Section 2: Employees. The compensation of the employees of the TLA, or the method of fixing such compensation, shall be determined by or pursuant to authority conferred by the Board of Trustees.

ARTICLE VI
RECORD DATES

The Board of Trustees may fix a date, which shall not be a past date and which shall not be more than thirty (30) days preceding the date of any meeting of property owners as a record date for the determination of the property owners entitled to notice of and to vote at any such meeting, or any adjournments thereof, and, in such case, only property owners of record on the date so fixed shall be entitled to notice of and to vote at such meeting, or any adjournments thereof.

ARTICLE VII
FISCAL YEAR

The Board of Trustees shall cause the books of account and other records of the Association to be kept in accordance with a fiscal year, beginning January 1st, and running through December 31st.

ARTICLE VIII
INDEMNIFICATION OF TRUSTEES AND OFFICERS.

No person shall be liable to the corporation on account of any action taken or omitted to be taken by him/her in good faith as a trustee, member of a committee or officer of the corporation, if such person exercised or used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of their own affairs. Without limitation, any such person shall be deemed to have exercised or used such degree of care and skill if he/she took or omitted to take such action in reliance in good faith, upon advice of counsel for the corporation, or upon reports made or information furnished by officers, employees, or committees of the corporation, or by accountants, auditors, engineers, appraisers or other experts employed by the corporation, or upon the books of account or other records of the corporation.

Each person who shall be made a party to any action, suit or proceeding by reason of his/her being or having been a trustee, member of a committee, or officer of the corporation, or by reason of his/her having acted or omitted to act as such, and his/her heirs, executors and administrators, shall be reimbursed or indemnified by the corporation for or against all loss suffered and all cost and expense reasonably incurred by themselves, as the case may be, in connection with such action, suit, proceeding, other than in relationship to matters, if any, as to which such person shall be adjudged in such action, suit, or proceeding to be liable for negligence or bad faith in the performance

of his/her duty and, except as hereinafter otherwise provided, to matters which shall be settled. In case any such action, suit, or proceedings shall be settled, in whole or in part, any such person, his/her heirs, executors and administrators, shall be reimbursed or indemnified by the corporation for or against all amounts paid and all costs and expenses reasonably incurred by themselves, as the case may be in connection with any matters settled (exclusive of any amounts paid to the corporation) but only if such settlement shall have been made with the consent of the corporation and if, any judgment of a disinterested majority of the Board of Trustees or of any disinterested committee or group of persons to whom the question may be referred by the Board of Trustees, such person was not negligent or guilty of bad faith in the performance of duty in relation to the matter settled.

The provisions of this Article shall be in addition to and not in limitation of any rights or indemnification to which the persons concerned may be otherwise entitled.

ARTICLE IX
ASSESSMENTS

Section 1: Method of Fixing Assessments. The Board of Trustees shall prepare each year for presentation to the Annual Meeting of property owners a statement of estimated ordinary expenses and costs of the maintenance and preservation of the property, which shall be known as the budget of the TLA for the ensuing fiscal year beginning January 1st and running through December 31st, in which shall be included taxes and assessments upon the property, and ordinary expenses for the improvement of the common property. In such statement there may be included expenses and costs in connection with the following which are stated herein **but not limited to**:

Manager	Insurance	Voting Register
Beach and Grounds	Books and Records	Assessment List
Lifeguards	Office Expenses	Accounting
Taxes	Property Ownership List	Legal
General Repairs		

The estimated expenses and costs of the TLA, as set forth in the annual budget, and any additional and necessary costs and expenses for maintenance and preservation of the common property shall be apportioned by the Trustees among all property owners of the TLA. Each owner, together with the land owned by him/her, shall be charged with such proportion of the total annual expenses and costs as the value of the land for taxation for the preceding year, exclusive of buildings, is to the total tax value for the preceding year of all the property of the property owners of the Association, exclusive of buildings and exclusive of the land conveyed to the Association as common property.

Costs and expenses in excess of the annual budget, or for the expenditures other than for additional necessary expense and cost of maintenance and preservation of the common property incurred, or to be incurred, or in respect to the acquisition of additional land and water adjacent to or part of either East or West Twin Lakes, or in all other cases

may be levied or assessed upon the owners or their property only by approval of the property owners as set forth in Section **11** of Article I herein.

Section 2: Levy of Assessments. On or prior to the first day of April of each year, the Secretary shall mail a written notice of assessment to each property owner at his/her address as shown by the property ownership **list** of the TLA. Such notice shall state the amount assessed upon such property owner for such year in accordance with the provisions of Section 1 of this Article.

Section 3: Payment of Assessment. Assessment shall be due and payable to the Treasurer of the TLA on or prior to the first day of May in each year. Each assessment not paid on or prior to said date shall be increased by a penalty in the amount of ten **percent** (10%) of such assessment.

ARTICLE X ENFORCEMENT

Section 1: Any property owner, including persons residing in his /her household, any TLA Associate(s), or any invited guests, who violate any of the TLA Code of Regulations or proves to be a risk to others or themselves, shall be notified by the **Board of Trustees** or its representatives to refrain from such conduct. Once notified, if the person fails to refrain from such conduct, it shall be at the power and discretion of the **Board of Trustees** to hold a hearing on the matter. At the hearing, the accused will have the right to have counsel present and to provide evidence in his/her own behalf. If found guilty by a majority of the **Board of Trustees**, the **Board** will take one of several of the following actions against the guilty party:

- A. A fine as determined by the **Board of Trustees** may be levied for each violation.
- B. Use of the common properties may be prohibited and the TLA identification card rendered invalid. Continued use of common property may result in report and/or prosecution for criminal trespass.
- C. Further action in the matter as deemed necessary and proper by the **Board of Trustees**, may be taken.

Section 2: The **Board of Trustees shall** review the foregoing matters relating to enforcement of the TLA Code of Regulations against property owners, including persons residing in his/her household, any TLA Associate(s) or any invited guest.

Section 3: Appeal to an Appeals Committee

A. Right to Appeal.

1. Any property owner, including persons residing in his/her household, any TLA Associate(s) or any invited guests who have been found by the **Board of Trustees** to violate any of the TLA Code of Regulations or has been proven to be a risk to others or themselves for which a fine has been

levied or the use of the common properties has been prohibited and the TLA identification card rendered invalid, may appeal the finding.

B. Procedure for Appeal.

1. Notification and Scheduling of the appeal shall be as follows:
 - a. The party requesting appeal shall notify TLA of the intent through the U.S. Postal Service or hand delivery of written notice to the President of the TLA at its office, **1509 Merrill Ave. Kent, Ohio 44240.**
 - b. Notice of intent to seek appeal shall be made within thirty (30) days of the issuance of the finding of the **Board of Trustees.**
 - c. *The **Board of Trustees** shall appoint an Appeals Committee made up of seven property owners in good standing, **excluding current Board members.** The Appeals Committee shall be selected by lottery using the TLA property owners list. A new Appeals Committee will be appointed for each separate appeal.* The **Board of Trustees** shall schedule the appeal within thirty (30) days after receipt of the intent to seek appeal.
 - d. ~~The President shall notify the appealing property owner and the Appeals Committee chairman of this scheduled appeal.~~ The Chair of the Appeals Committee shall be elected by the Appeals Committee and shall be in charge of the appeals hearing **and coordination of the meeting date.**
2. The Chair shall cause the appeal to be heard during a meeting open to all property owners.
 - a. Both the property owner and the Appeals Committee members may present arguments, evidence, supporting documents and witnesses in support of their positions. Counsel is permitted.
 - b. The Appeals Chair may, at his/her discretion, permit questions to the appealing property owner, Committee members, or witnesses.
 - c. The Appeals Chair may, at his/her discretion, permit other owners to address the Appeals Committee regarding the appeal.
 - d. The Appeals Committee may adjourn to executive session to deliberate, but shall make its decision by roll call majority vote.
 - e. The decision of the Appeals Committee shall be effective and binding on all parties immediately.

ARTICLE XI
AMENDMENTS

Section 1: The Code of Regulations of the Association may be amended at a meeting of property owners by the affirmative vote of seventy-five **percent** (75%) of the property owners entitled to voting privileges as herein provided and present and voting on such proposal.

Section 2: All proposed amendments must be submitted in writing to the Secretary of the Board of Trustees sixty (60) days prior to the meeting at which they will be voted upon.

Section 3: All property owners shall be notified of any proposed amendment in the regular notification of meeting as prescribed in Article 1, Section 8.