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ERIC C. SEARS
GREENE CO. RECORDER
XENIA, OH.

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CODE OF REGULATIONS
OF
SHAWNEE HILLS PROPERTY OWNERS
ASSOCIATION, INC.

also known as

BY – LAWS
OF
SHAWNEE HILLS PROPERTY OWNERS
ASSOCIATON, INC.

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DEFINITIONS

- PROPERTY OWNER** A person or persons owning, having legal title, or possessing equitable title by way of valid contract for purchase of real estate, any lot or lots in the Shawnee Hills Subdivision of Greene County, Ohio, as platted, recorded and amended.
- MEMBER** A person or persons owning, having legal title, or possessing equitable title by way of valid contract for purchase of real estate, any lot or lots in the Shawnee Hills Subdivision of Greene County, Ohio, as platted, recorded, amended and recognized as being in good standing with the Shawnee Hills Property Owners Association, Inc.
- LOT** Any lot as platted and recorded in the Shawnee Hills Subdivision of Greene County, Ohio, including all amendments.
- SALABLE LOTS** A lot or lots which are capable of individually being sold, conveyed or otherwise transferred by itself without any other individual lot also being sold, conveyed or otherwise transferred.
- UNSALEABLE LOT** A lot or lots which are incapable of individually being sold, conveyed or otherwise transferred without a second lot also being sold, conveyed or otherwise transferred.
- ASSOCIATION** The Shawnee Hills Property Owners Association, Inc.
- LAKE FACILITIES USE PRIVILEGE** The permission granted to a member to use, possess or occupy any property or facilities owned or operated by the Shawnee Hills Property Owners Association, Inc.
- PERSONAL WATERCRAFT** A Personal Watercraft (PWC) is defined by law pursuant to Ohio Revised Code Section 1547, as a watercraft that is:
(a) Less than sixteen feet in length;
(b) Propelled by machinery; and
(c) Designed to be operated by an individual; while sitting, standing, or kneeling on the vessel.
Common models include Jet Ski, Waverunner, Seadoo, and Kawasaki.

BY – LAWS OF THE
SHAWNEE HILLS PROPERTY OWNERS
ASSOCIATION, INC.
(Revised 2/2013)

ARTICLE I

- 1.1: Shawnee Hills Property Owners Association members:
A. The Shawnee Hills Property Owners Association, Inc. shall have only one class of members and shall consist of those persons who own a lot or lots in the Shawnee Hills Subdivision, a subdivision of Greene County, Ohio, recorded in the official records of the office of the Recorder of Greene County, Ohio.
B. These property owners must be current on all annual property charges and Association dues.
- 1.2: Election of Trustees:
The Trustees shall be elected by Association members in good standing who have paid all charges on all properties owned by the Shawnee Hills Lake Subdivision.

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- 1.3: Voting Rights:
- A. Each member will be entitled to one (1) vote regardless of the number of lots owned.
 - 1. Where title to a lot or lots is held by more than one (1) person, whether jointly or a joint tenant with right of survivorship, only one member shall be entitled to vote. The ballot shall be sent to the property owner with the name beginning with the letter nearest the beginning of the alphabet.
 - B. Only property owners who have fulfilled the following criteria will be permitted to vote for Trustees or other matters brought before the members:
 - 1. They shall be a property owner in good standing, which means all annual property charges and Association dues are current on all properties at Lake Shawnee and have not currently had their membership revoked or suspended for any reason.

ARTICLE II
BOARD OF TRUSTEES

- 2.1: General Powers:
The affairs of the Shawnee Hills Property Owners Association, Inc., shall be managed by its Board of Trustees.
- 2.2: Number, Tenure and Qualifications:
The number of Trustees shall consist of no fewer than seven (7) and no more than nine (9) active members. Each Trustee elected shall hold office for a term of three (3) years, or until his successor has been elected. Each candidate for the Board of Trustees shall be an Association member in good standing with all fees current. If, at any time during the tenure of a Trustee, he does not meet the qualifications, it will be considered grounds for removal from his position as Trustee.
- 2.3: Vacancies:
Any vacancies occurring in the Board of Trustees between elections shall be filled by vote of the Board of Trustees. A Trustee selected to fill a vacancy shall serve for the unexpired term of his predecessor in office.
- 2.4: Regular Meetings:
The Board of Trustees shall hold regular meetings at a time and place to be determined by the President of the Board of Trustees. All meetings shall be held within a two (2) mile radius of the Shawnee Hills Subdivision.
- 2.4A: Annual Meeting:
An annual meeting of the property owners shall be held at Shawnee Hills, Greene County, Ohio, on the 1st Sunday in April, the time and place to be designated by the President of the Board of Trustees.
- 2.5: Special Meetings:
Special meetings of the Board of Trustees may be called by the President or any two (2) Trustees. This meeting must be held within a two (2) mile radius of the Shawnee Hills Subdivision.
- 2.6: Notice:
Notice of any special meetings of the Board of Trustees shall be given at least two (2) days previous thereto by written notice delivered personally or sent by ordinary mail or telegram to each Trustee at his address as shown by the minutes of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid four (4) days before the scheduled meeting. If notice be given only by telegram, such notice shall be sent two (2) days before a scheduled meeting. Any Trustee may waive notice of any meeting. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.
- 2.7: Quorum:
A majority of the Board of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Trustees are present at said meeting, a majority of the Trustees present may adjourn the meeting without further notice.
- 2.8: Manner of Action:
The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law or by these By-Laws.

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- 2.9: Compensation:
Trustees as such shall not receive any stated salaries for their services, but by Resolution of the Board of Trustees a fixed sum and expenses of attendance, if any, may be allowed for attendance at such regular or special meeting of the Board; but nothing herein shall be construed to preclude any Trustee from serving the Association in any other capacity and receiving compensation therefore.
- 2.10: Executive Committee:
The Executive Committee shall consist of the President, Vice-President, Treasurer, and Secretary. They shall carry out the duties and tasks determined by the Board of Trustees. They shall also have the authority to carry on the affairs of the Association during those times when calling a meeting of the Trustees impractical or impossible.
- 2.11: Attendance:
Any Trustee may be removed from office by a majority of the attending Trustees at any regularly scheduled meeting for failing to attend four (4) meetings in a year or three (3) consecutive regularly scheduled meetings.
- 2.12: Nominating Candidates for the Board:
Each year, at least one (1) month prior to the annual election, the Board shall send each Association member a request for volunteers who would like to be considered as a possible candidate for the Board of Trustees. From these volunteers, the Board will select six (6) candidates to be placed on the ballot for the annual election of Trustees.

ARTICLE III
OFFICERS

- 3.1: Officers:
The Officers of the Shawnee Hills Property Owners Association, Inc. shall be President, one (1) or more Vice-Presidents (the number thereof to be determined by the Board of Trustees), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Trustees may elect or appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time by the Board of Trustees. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.
- 3.2: Election Qualifications and Terms of Office:
The officers of the Shawnee Hills Property Owners Association, Inc. shall be elected annually by the Board of Trustees prior to the regular annual meeting of the property owners held the first Sunday in April.
- 3.3: Removal of Officers:
Any officer elected or appointed by the Board of Trustees may, by a two-thirds vote of those Board Members so casting ballots, be removed by the Board of Trustees from his office whenever in its judgment the best interests of the Shawnee Hills Property Owners Association, Inc. would be served thereby, but such removal shall be without prejudice.
- 3.4: Board Member Recall:
A. Any Board member may be recalled by the Association membership.
B. Said recall as set out in "A" above will be initiated by a petition signed by one hundred (100) voting members (as set out in Article I, Section 3, herein) and filed with the Secretary of the Board of Trustees.
C. A Board member or members may be recalled or removed from the Board by a majority of the Association members returning ballots.
D. The running of the recall election will be the responsibility of the Board, including:
1. Preparation and mailing of the ballots.
2. Counting of the ballots.
3. Notifying all Association members of election outcome
E. All costs associated with the recall will be paid by those persons or person requesting the recall vote.
- 3.5: Vacancies:
A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Trustees for the unexpired portion of the term.
- 3.6: President:
The President shall be the principal executive officer of the Shawnee Hills Property Owners Association, Inc. and shall, in general, supervise and control all of the business and affairs of the

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Shawnee Hills Property Owners Association, Inc. He shall preside at all meetings of the Shawnee Hills Property Owners Association, Inc. and of the Board of Trustees. He may sign, with the Secretary or any other proper officer of the Shawnee Hills Property Owners Association, Inc. authorized by the Board of Trustees, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these By-Laws; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees from time to time.

3.7: Vice-President:

In the absence of the President or in event of his inability or refusal to act, the Vice-President (or in the event there be more than one (1) Vice-President, the Vice-Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.

3.8: Treasurer:

The Board of Trustees shall require the Treasurer to have a bond to be paid by the Shawnee Hills Property Owners Association, Inc. for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Trustees shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Shawnee Hills Property Owners Association, Inc; receive and give receipts for monies due and payable to the Shawnee Hills Property Owners Association, Inc. from any source whatsoever, and deposit all such monies in the name of the Shawnee Hills Property Owners Association, Inc. in such banks, trust companies, or other depositories and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.

3.9: Secretary:

The Secretary shall keep the minutes of the meetings of the members and of the Board of Trustees in one (1) or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the Shawnee Hills Property Owners Association, Inc. records and of the seal of the Shawnee Hills Property Owners Association, Inc. and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-laws; keep a register of the Post Office address of each member which shall be furnished to the Secretary by each member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.

3.10: Assistant Treasurers and Assistant Secretaries:

The Board of Trustees shall require the Assistant Treasurers to have bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Trustees shall determine. The cost of the bond will be paid by the Shawnee Hills Property Owners Association, Inc. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or by the Secretary or by the President or by the Board of Trustees.

3.11: General Powers of Officers:

The Officers of the Association shall each have such powers as generally pertain to their respective offices, as well as such powers and duties as from time to time may be conferred by the Board of Trustees. The Vice-President or Vice-Presidents, the Assistant Secretary or Assistant Secretaries, and the Assistant Treasurer or Assistant Treasurers shall, in the order of their respective seniorities, in the absence or inability of the President, Secretary or Treasurer, respectively, perform the duties of such officer and shall generally assist the President, Secretary, or Treasurer, respectively.

3.12: Property Disposition:

No real estate belonging to the Shawnee Hills Property Owners Association, Inc. can be sold or traded without approval from a majority of those Association members so casting and returning ballots.

3.13: Property Acquisition:

No real estate may be acquired by the Shawnee Hills Property Owners Association, Inc. without approval from a majority of those Association members so casting and returning ballots.

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ARTICLE IV
INDEMNIFICATION OF DIRECTORS, OFFICERS
AND MEMBERS OF THE BOARD OF TRUSTEES

- 4.1: Each Director, Officer or Member of the Board of Trustees of the Association shall be indemnified by the Association against all costs and expenses reasonably incurred by him or her for advice or assistance concerning, or in connection with his or her defense of any claim asserted or suit or proceeding brought against him or her by reason of being or having been a Director, Officer or Member of the Board of Trustees, whether or not continuing to be a Director, Officer or Member of the Board of Trustees at the time of incurring such costs or expenses, except costs or expenses incurred in relation to matters as to which such Directors, Officers or Members of the Board of Trustees shall have been derelict in the performance of his or her duty.
- 4.2: The assets of the Association are hereby charged with a first lien in favor of each Director, Officer and Member of the Board of Trustees for his or her security and indemnification against any liability that may incur hereunder; provided, however, that nothing in this Article shall exempt any Director, Officer or Member of the Board of Trustees from liability arising out of his or her own willful misconduct or bad faith or entitle such Director, Officer, or Member of the Board of Trustees to indemnification for any amounts paid or occurred by him or her as a result thereof.
- 4.3: The Directors, Officers, or Members of the Board of Trustees and each individual Director, Officer and Member of the Board of Trustees shall not be liable for any error of judgment or for any loss arising out of any act or omission in the execution of their duties so long as they acted in good faith.

ARTICLE V
COMMITTEES

- 5.1: Committees of Trustees:
The Board of Trustees by Resolution adopted by a majority of the Trustees in office, may designate one (1) or more committees, each of which shall consist of two (2) or more Trustees, and other members as the Board shall select. The committees, to the extent provided in said Resolution, shall have and exercise the authority of the Board of Trustees in the management of the Shawnee Hills Property Owners Association, Inc., but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, or any responsibility imposed upon it or him by law.
- 5.2: Other Committees:
Other committees not having and exercising the authority of the Board of Trustees in the management of the Shawnee Hills Property Owners Association, Inc. may be designated by a Resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present. Except as otherwise provided in such Resolution, members of each such committee shall be Association members, and the President of the Association shall appoint the Association members thereof. Any Association member thereof may be removed by the person or persons authorized to appoint such member whenever, in their judgment, the best interest of the Shawnee Hills Property Owners Association, Inc. shall be served by such removal.
- 5.3: Term of Office;
Each member of a committee shall continue as such until the next annual meeting of the members of the Shawnee Hills Property Owners Association, Inc. and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

ARTICLE VI
RESERVE FUND, CONTRACTS, CHECKS, DEPOSITS, FUNDS

- 6.1 Reserve Fund:
The Board of Trustees shall establish and maintain a reserve fund in such amount as the Board may deem appropriate so as to assure the availability of funds for the major improvement and/or replacement of capital assets belonging to the Shawnee Hills Property Owners Association, Inc., Payments in to this fund will be made by the Board of Trustees from the operating funds of the Association. Operating funds and reserve funds shall be maintained in separate accounts. The Board of Trustees will determine the amount to be paid into this fund annually.
- 6.2: Contracts:
The Board of Trustees must authorize any officer or officers, agent or agents of the Shawnee Hills Property Owners Association, Inc., in addition to the officers so authorized by these By-laws, with Board's approval to enter into any contract or execute and deliver any instrument in the name and on behalf of the Shawnee Hills Property Owners Association, Inc. of contracts with a value of less than Fifty Thousand Dollars (\$50,000.00) and such authority may be general or confined to specific instances.
- 6.3: Contracts with Value of More than \$50,000.00

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All contracts and/or agreements of more than Fifty Thousand Dollars (\$50,000.00) will require the approval of the Association members. Ballots will be mailed to all Association members. The approval or disapproval of the proposal will be determined by the majority of the returned ballots.

- 6.4: Loans:
No Shawnee Hills Property Owners Association, Inc. Board or Board Member may obligate the Shawnee Hills Property Owners Association, Inc. for any type of loan of more than Twenty Thousand Dollars (\$20,000.00), without first holding a public hearing. The membership shall be notified of the hearing date, time and location.
- 6.5: Checks, Drafts, etc.
All check's, drafts, or order for the payment of money, notes, or other evidences of indebtedness issued in the name of the Shawnee Hills Property Owners Association, Inc. shall be signed by such officer or officers, agent or agents, of the Shawnee Hills Property Owners Association, Inc. and in such manner as shall from time to time be determined by Resolution of the Board of Trustees. In the absence of such determination by the Board of Trustees, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice-President of the Shawnee Hills Property Owners Association, Inc.
- 6.6: Deposits:
All funds of the Shawnee Hills Property Owners Association, Inc. shall be deposited from time to time to the credit of the Shawnee Hills Property Owners Association, Inc. in such banks, trust companies, or other depositories as the Board of Trustees may select.
- 6.7: Gifts:
The Board of Trustees may accept on behalf of the Shawnee Hills Property Owners Association, Inc. any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the Shawnee Hills Property Owners Association, Inc.

ARTICLE VII
BOOKS AND RECORDS

The Shawnee Hills Property Owners Association, Inc. shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its property owners meetings, Board of Trustees meetings, and Committee meeting having any of the authority of the Board of Trustees, and shall keep in the possession of the current Shawnee Hills Property Owners Association, Inc. Secretary a record giving the names and addresses of the property owners entitled to vote. All books and records of the Shawnee Hills Property Owners Association, Inc. may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE VIII
FISCAL YEAR

The fiscal year of the Shawnee Hills Property Owners Association, Inc. shall begin on the first day of January and end on the last day of December in each year.

ARTICLE IX
ANNUAL CHARGES

- 9.1: Annual Charges:
Each property owner shall pay an annual charge as set by the deed covenants, currently One Hundred Dollars (\$100.00) per year per lot, except those property owners owning multiple lots. If the property owner owns an additional lot (or lots) that is considered to be a salable lot, the property owner pays Thirty Five Dollars (\$35.00) per year per each additional salable lot or lots owned. All property owners or perspective property owners purchasing a lot or lots will be responsible for all current and past unpaid charges on said property.

(a) Unsalable lots: A lot or lots which are incapable of individually being sold, conveyed or otherwise transferred without a second lot also being sold, conveyed, or otherwise transferred.
- 9.2: Shawnee Hills Property Owners Association, Inc. Membership Fees.
A one (1) time initiation charge of One Hundred Dollars (100.00) is required per property owner. An annual fee of Fifty Dollars (\$50.00) is charged per year. Where there are multiple family owners of a lot, each owner will be required to pay the initiation and Fifty Dollars (\$50.00) annual fee.

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9.3: Payment of Charges:
Charges shall be payable in advance on the first day of March in each fiscal year.

9.4: Non-Payment and Late Payment of Annual Charges:
Payments received after April 1 will be considered late payments and will be charged Ten Dollars (\$10.00) for the first month and Five Dollars (\$5.00) for each month thereafter until full payment is received, including penalty.

9.5: Delinquency:
If the property owner continues to be in default of payment of charges, then the Board of Trustees may take any legal action necessary and assess the property on which the charges are owed. The assessment shall run with the land and shall remain with the lot or lots, regardless of owners, until all charges and penalties are paid in full. No lake facilities usage privileges will be granted on that property or any other Shawnee Hills property owned by the delinquent property owner until said charges and penalties are paid in full.

ARTICLE X
RENTAL/LEASED PROPERTIES

10.1: Properties:
Only those properties with a house may be rented/leased. Renting/leasing of lots for the purpose of giving lake facilities use privileges or membership is prohibited and may result in the property owner having their lake use privileges and membership revoked.

10.2: Rental/Leased Property with House:
Providing the property owner is an Association member and has paid the annual charge as set out in Article VIII, Section 1, and the Fifty Dollars (\$50.00) lake facility use fee, then the renter/lessee may apply for a lake facilities usage card. The annual renter/lessee charge for this privilege to use the lake is Two Hundred Dollars (\$200.00). The renter/lessee will be subject to all of the rules and regulations governing all property owners at the Shawnee Hills Subdivision.

ARTICLE XI
DEED COVENANT

All property owners must comply with every restrictive deed covenant of Shawnee Hills Subdivision as recorded in the Plat Records of Greene County, Ohio.

ARTICLE XII
SEAL

The Board of Trustees shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal – A Corporation Not for Profit, State of Ohio".

ARTICLE XIII
AMENDMENTS TO BY-LAWS

These By-laws may be altered, amended or repealed and new By-laws may be adopted by a majority of the Trustees present at any two (2) consecutive special meetings, if at least ten (10) days prior to the second consecutive meeting written notice is given all the Association members of a scheduled public hearing to discuss the intention to alter, amend or repeal or to adopt new By-laws.

ARTICLE XIV
RULES AND REGULATIONS

14.1: Motorized vehicles:
No motorized or un-motorized wheeled vehicle of any kind will be allowed on spillway, shelter house area, on beach, ski area, dam, dam road, or any other Shawnee Hills Property Owners Association, Inc. property other than parking lot areas.

14.2: Building Permits
Building permits are required for houses, garages, boat houses, above and below ground pools, boat shelters, docks, storage sheds or additions to any of the above. All buildings, including docks, must be approved by the Board of Trustees. The cost of the permit shall be determined

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annually by the Board of Trustees. Boat houses are not to be used as sleeping quarters, or to be equipped with any sanitary facilities, either portable or permanent. All buildings must comply with road and side lot setback requirements. Permits will not be unreasonably withheld and will be issued providing there are no deed covenant violations and all annual charges have been paid.

- 14.3: **Security Deposit:**
In order to obtain a Building Permit for a house in Shawnee Hills Subdivision, a security deposit of Five Hundred Dollars (\$500.00) must be provided by the property owner. This security deposit will be held in escrow by the Association until all construction and final grading is complete. The purpose of this security deposit is to insure that any damage to Association property is corrected and to cover any deed covenant violations so occurring.
- 14.4: **Rule Violations**
All property owners have the right and are expected to report violations of Rules and Regulations to the Board, in writing, for appropriate action.
- 14.5: **Mowing:**
All property owners are required to mow their lots in May, July, and September. Failure to do so will result in the Board of Trustees contracting to have the lot mowed at a charge set by the Board of Trustees.
- 14.6: **Signs:**
House or Lot-For-Sale signs may be placed on lots, providing the signs are no larger than 24" x 24". Other types of signs not to exceed 24" x 24" may be erected for a period not to exceed fourteen (14) days per twelve (12) month period. No signs other than Association signs are allowed on property owned by the Association.
- 14.7: **Pets:**
Pets are not to be let run from owner's property unless accompanied. Only household domestic pets are permitted.
- 14.8: **Ditches and Fences:**
No Association drainage ditches are to be filled, tiled, or covered unless approved by the Board. No fences shall be erected, unless approved by the Board.
- 14.9: **Hazards and Eyesores:**
The Board of Trustees may direct that the following eyesores or hazards be removed or corrected by the property owner within a reasonable period of time:
A. Automobiles, trucks, or trailers which are unlicensed, wrecked, incomplete, and/or disabled;
B. Large piles of trash and debris;
(a) Storage of unsightly items which would be detrimental to local surroundings.
- 14.10: **Parking on Association Property:**
No overnight parking of any vehicle on any Shawnee Hills Association property is allowed.
- 14.11: **Camping:**
No tents, trailers or mobile homes allowed overnight on lot(s) without a house.
- 14.12: **Parking of Vehicles Over Two (2) Tons:**
The parking of vehicles over two (2) tons on any Shawnee Hills Subdivision property is prohibited.
- 14.13: **Littering:**
It shall be unlawful for any person to deposit, or place cans, bottles, trash or garbage upon property (including Lake Shawnee) owned or controlled by the Shawnee Hills Property Owners Association, Inc.
- 14.14: **Guns:**
It shall be unlawful for any person to trap or hunt birds, quadrupeds, or fur-bearing animals or to discharge firearms, pellet guns, air rifles or bow and arrow hunting on the lake or on any land within the Shawnee Hills Subdivision, except to trap muskrat or bow fish, which must be by approval of the Board of Trustees.
- 14.15: **Conduct:**
All members and guests are expected to conduct themselves in a courteous, respectful manner when communicating with SHPOA employees and /or Trustees. Threats, cursing, shouting, and /or verbal or physical abuse will not be tolerated, and may result in fines, suspension of lake-use privileges, or both. While polite disagreement is acceptable, the instructions of Lake Patrol members, lifeguards, beach staff, and Trustees must be complied with immediately. If a member

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believes that any instructions from such staff members were incorrect or improperly given, the matter can be brought to the attention of the SHPOA Board of Trustees for their review at the next monthly Board meeting.

ARTICLE XV
RULES AND REGULATIONS

15.1: Eligible Members:

Persons eligible to use the lake facilities shall meet one of the following criteria:

1. Shall be a Shawnee Hills property owner in good standing. (All annual property charges and Association dues are current on all properties at Shawnee Hills Subdivision and has not currently had their membership revoked by By-law or deed covenant violations).
2. The spouse and/or parents of said property owner.
3. The children of the property owner, regardless of age, and grandchildren under the age of eighteen (18) years.
4. Dependents under IRS regulations.

All other persons will be considered guests. At such time that any eligible member purchases property or assumes residency in the Shawnee Hills Subdivision, it will then be necessary to obtain membership in their own name as a property owner.

15.2: Identification:

Each eligible property owner who has paid the applicable fees will receive two (2) identification cards.

15.3: Guest Privilege:

Any guest on the beach, lake or elsewhere on Association property, except the beach under Article XIV, Section 4, must be accompanied by a member who will be responsible for them at all times. No limit as to guests is imposed on visiting a member's lot, but the member shall be responsible for the guest's or guests' conduct at all times.

15.4: Beach and Swimming:

The beach is free to property owners who have paid the lake facility use fee, their children, and grandchildren. All others must be accompanied by a Shawnee Hills Property Owners Association, Inc. member and will be charged a fee that will be determined annually by the Board.

1. Persons may swim in Lake Shawnee in the area designated as the "Beach Area" as marked by red and white buoys.
2. There shall be no swimming or use of the beach after it closes. (Normal hours are 11:00 A.M. to 9:00 P.M.)
3. The Beach parking lot is closed to all vehicles from 10:00 P.M. to 7:00 A.M., except for fishermen and boaters and those using the Lake Shawnee Clubhouse for authorized functions.
4. No person shall use or offer for use by any person any inflatable device for buoyancy in the waters of the beach area.
5. Possession of glass containers or picnic lunches on the beach area and ski area by any person is prohibited. (Thermos bottles or Thermos jugs, which, if broken or damaged will contain glass particles within the outer shell of such bottles or jugs, are prohibited.)
6. It is prohibited for any person to bring a dog or other pet into the beach or ski area.
7. Children under twelve (12) years of age must be accompanied by an adult. Lifeguards will be in attendance during the summer season, except in inclement weather. Please obey the Lifeguard's orders and see that your children obey them, also.

Swimming is only permitted at the beach during operating hours, and within fifty feet (50') from the shoreline of a Shawnee Hills Property Owners Association, Inc. member. No swimming in the dam area, the public boat dock areas, or from any watercraft is permitted. Parents with small children must be responsible for their children's safety. Beach swimming is restricted to the area bounded by buoys and the line. The use of all beach equipment shall be left to the judgment of the Lifeguards. In case of any emergency in the water, the Lifeguard will blow a whistle three (3) times, which means, "All out of the water immediately". Please obey his instructions. The Association is not responsible for clothing, valuables, or personal property loss sustained while on the beach or in the water.

CHILDREN'S AREA

The wading pool that will be safe for the little ones has been constructed in the shallow water. Various games such as swings, slides, etc. are available for their pleasure. Parent will be responsible for their children while they are in the water or in the play area.

15.5: Special Events:

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Individuals or organizations desiring to schedule or conduct any special event on property owned by the Shawnee Hills Property Owners Association, Inc. must obtain a permit to do so from the Community Affairs Trustee of the Shawnee Hills Property Owners Association, Inc.

- 15.6: Off-Water Lots:
Association members in good standing and who own other than waterfront lots have full privilege of the lake, beach, etc. While they may not cross over property owned by waterfront owners, they have access to the Lake over the beach and boat dock areas of the Association, constructed in various sections of the Lake. They have the privilege of tying their watercraft at any dock owned by the Association.
- 15.7: Waterfront Lots:
Members who own waterfront lots have the right to mark the area of water with buoys from a point in front of their lot(s) extending up to fifty feet (50') from the shore line. No waterfront lot owner shall be permitted to mark off by buoys a beach swimming area if it unreasonably obstructs the access of adjacent lot owners.
- 15.8: Watercraft Trailers:
Watercraft trailers shall not be parked in launching area or on any Association property overnight.
- 15.9: Lake:
Lake level will be dropped approximately seven feet (7') each fall and winter to protect docks from ice damage. The last Monday in October is the date for opening the gate valve. Water will be raised again by closing this valve on or after March 1st, depending on whether or not damaging ice remains in the lake.
- 15.10: Water Hazards:
The Shawnee Hills Board of Trustees may direct eyesores or hazards be removed or corrected by the property owner within a reasonable period of time. Some examples are, but not limited to:
A. Boat docks, seawalls, boat shelters, or boat houses which are rotted from age, damaged by elements or in a state of extreme disrepair.
B. Watercraft which is allowed to drift or sink, creating a hazard.
- 15.11: Picnic Areas
Picnic areas, barbecue pits, and picnic tables are available for Association members' pleasure at various locations throughout the development. Please place all waste in trash cans after using. Make sure fires are out completely before leaving the barbecue pit. No open fires may be set on Association property unless authorized.
- 15.12: Watercraft:
Watercraft is defined as any device used to support or convey a person on or in the water. Watercraft include, but are not limited to, powered and unpowered boats, paddle boats, canoes, jet skis, seadoos, wave runners, personal watercraft, inflatable rafts, sailboards, belly boats, kayaks, etc. Watercraft do not include towed ski devices such as tubes and kneeboards, when being towed by a watercraft, or personal flotation devices such as life jackets. No watercraft shall be operated on Lake Shawnee unless the watercraft is owned by a property owner or renter (per Article IX, Section 2) who is an Association member. No watercraft shall be operated on Lake Shawnee unless an eligible member (see Article XIV, Section 1) is aboard the watercraft. All watercraft operating on Lake Shawnee will comply with State requirements for lights, safety equipment, etc. as set forth in "Ohio Division of Watercraft Required Safety Equipment". This pamphlet is available at your local marine dealer. Rules set forth in this pamphlet are incorporated herein, but will not be repeated herein.
1. All watercraft shall be marked with letters not less than three inches (3" high, with the number of the lot of Shawnee Hills Subdivision that is owned by the property owner on the watercraft. The lot number shall be placed in the middle of the boat on each side thereof. Also, new watercraft stickers must be purchased each year and placed on each watercraft, before it is placed in the water (no exceptions). The sticker must be positioned on each side of the watercraft, either under or to the right or left side of the lot number. Stickers must be purchased from the Board of Trustees at a site designated in the annual newsletter.
 2. Watercraft Tryouts: An Association member in good standing who is considering the purchase of a watercraft not authorized to be on the lake may use the watercraft on the lake for one (1) hour, providing he has received a temporary permit from the Lake Patrol.
 3. Watercraft Restrictions:
 - a.) Maximum length for mechanically powered craft is twenty three (23') feet;
 - b.) Maximum length for pontoon boats is twenty four (24') feet, inclusive of pontoon tubes;
 - c.) Maximum length for non-mechanically powered craft is eighteen (18) feet;
 - d.) Maximum beam for all watercraft is eight feet six inches (8' 6") at the widest point.
 4. No houseboats, regardless of type, are permitted.

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5. No watercraft shall be equipped with a motor or other propulsion machinery beyond its safe power capacity.
6. No watercraft with a sink, toilet or sanitary system capable of discharging in lake will be allowed.
7. Hydroplanes, airboats, hovercraft, and houseboats are PROHIBITED.
8. All powercraft consisting of an inboard and being within the legal allowed length limit of up to twenty three (23') will be required to have a fully enclosed cover over the existing engine.
9. No boat shall be altered from the manufacturer's specifications to enhance the noise nor have any opening in said cover to allow any extrusion, resonators, carburetors or devices to enhance noise of the engine.

ANY WATERCRAFT REGISTERED BEFORE OCTOBER 3, 2005, THAT ARE IN VIOLATION OF RULE a, b, c, OR d IN THE SPECIFICATIONS IN PARAGRAPH 3 ABOVE (WATERCRAFT RESTRICTIONS), MAY CONTINUE TO BE REGISTERED AND OPERATED, BUT ONCE NOT REGISTERED IN ANY MEMBERSHIP YEAR SHALL FOREVER BE BANNED FROM SHAWNEE LAKE. PERMISSION TO REGISTER AND OPERATE A CURRENTLY REGISTERED OVERLENGTH (OR OVERWIDTH) WATERCRAFT CANNOT BE TRANSFERRED TO ANY OTHER MEMBER AND REGISTRATION WILL NOT BE GRANTED WHEN OWNERSHIP IS CHANGED. ANY WATERCRAFT NOT PREVIOUSLY REGISTERED MUST COMPLY WITH THE ABOVE SPECIFICATIONS.

THE BOARD RETAINS THE RIGHT TO REFUSE REGISTRATION OF ANY WATERCRAFT AT ITS DISCRETION.

10. No alcoholic beverages shall be permitted aboard any watercraft.
11. All children under eleven (11) years old must wear a life jacket while in or on the watercraft.
12. Inland Rules of the road for watercraft determine right-of-way while operating on Lake Shawnee. Briefly, they are:
 - (a) Watercraft at rest, anchor, or in distress have the right-of-way over all others;
 - (b) Watercraft in the act of trolling or drift fishing have right-of-way, except for above;
 - (c) Sailboats have right-of-way, except for (a) and (b);
 - (d) Slower watercraft have right-of-way when being overtaken by a faster watercraft. The faster watercraft shall give way and pass with due caution;
 - (e) Watercraft on collision courses;
The watercraft on the right has the right-of-way. In a head-on course, both watercraft shall give way to the right.
13. All power watercraft shall move in a counter-clockwise direction, with shoreline on the right side, except that boats powered by electric trolling motors while in the shore zone may proceed in the direction consistent with wind conditions and safety.
14. No person shall operate a power craft within or through the shore zone at a speed great enough to produce a wake.
 - (a) The shore zone means the water area of a uniform width of fifty feet (50') lying parallel and contiguous to the shore line. The dam shall be considered a shoreline.

No person shall operate a powercraft upon Lake Shawnee at a greater speed than is reasonable, having due regard to the traffic, surface, and any other hazardous conditions then existing; provided, however, that on Saturdays, Sundays, and holidays the speed shall not exceed thirty-five (35) miles per hour. No person shall operate a powercraft upon Lake Shawnee from sunset to 8:00 a.m. at a speed great enough to produce a wake; provided, however, that on Saturdays, Sundays, and holidays no one shall operate a powercraft upon Lake Shawnee between the hours of 8:00 p.m. and 8:00 a.m. at a speed great enough to produce a wake. During time periods that sunset falls before 8:00 p.m., sunset times take precedence over the 8:00 p.m. weekend/holiday rule. Sunset is defined as the National Weather Service Official Sunset Time for each day. This time is generally available in the community newsletter, local newspapers, Internet, etc. As an aid to watercraft operators, a blue flashing light located near the beach will indicate normal "No Wake" times. The light will also indicate "No Wake" restrictions due to high water level or other hazardous conditions. When the light is flashing, "No Wake" conditions are in effect. The non-operation of the "No Wake" light in no way relieves the watercraft operator of responsibility to meet "no wake" requirements as defined above.

15.13: Alcohol or Drugs:

No person who is under the influence of alcohol or narcotic drugs or opiates shall operate any motor vehicle or watercraft upon any property owned or controlled by the Shawnee Hills Property Owners Association, Inc.

15.14: Watercraft Towing People and Devices:

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The following rules apply to watercraft towing a person(s) or other towable devices(s), including a person(s) barefooting, using a water ski(s), wakeboard(s), kneeboard(s), airchair(s) or similar device(s). Towable devices include inflatables, boards, watersleds, etc.

1. Skis and other towable devices are permitted on Lake Shawnee from 8:00 A.M. to sunset, except on Saturdays, Sundays and holidays, when they shall be permitted from 8:00 A.M. to 8:00 P.M. Sunset is defined as the National Weather Service Official Sunset Time for each day. This time is generally available each day printed in the newspaper.
2. On Saturdays, Sundays and holidays there must be at least one (1) observer, in addition to the driver, in a power craft which is pulling skiers or any other towable craft.
3. There shall not be more than two persons towed by a watercraft while barefooting, water skiing, wakeboarding, kneeboarding, on air-chairs, etc., at any time, and no more than two towable devices may be pulled by any watercraft at any time, except when all the conditions following are met. More than two persons or devices may be pulled by a watercraft only.
 - (a) During a scheduled Shawnee Hills ski show, or practice for a ski show, event;
 - (b) When such an event is sponsored by a Board recognized organization that includes only members of SHPOA, meets on a regular basis, has established By-Laws, has duly elected officers, and has open membership.
 - (c) When any watercraft used in such an event has been identified by Lot Number to the Board;
 - (d) When an officer of the sponsoring organization has notified the Board, in writing, at least thirty (30) days before any scheduled event, of the dates and times of the events (including any inclement weather dates), and of the Lot Numbers of watercraft to be used in the events;
 - (e) During those dates and times approved by the Board (review and approval by the Board to avoid scheduling and other conflicts).
4. All persons skiing or using any other towable device must wear a life preserver. Ski belts are not permitted.
5. Operators of power watercraft towing skiers or other towable device shall operate their craft such that the skier or towable device cannot infringe on the fifty foot (50) shore zone while underway.

NOTE: The State of Ohio requires all watercraft on any watershed in the State of Ohio to be licensed.

15.15: Fishing Limits:

Members of Shawnee Hills Property Owners Association, Inc. and their guests may fish in Lake Shawnee. Guests must be in the company of a Shawnee Hills Property Owners association, Inc member. All catch limits must be obeyed and are per person, per day. The following rules will apply for size and limit per fish, per day:

- 2 – Sunshine (striped) Bass (16" min.)
- 3 – Trout (12" min.)
- 3 – Large Mouth or Small Mouth Bass (12" min.)
- 2 – Walleye (16" min.)
- No limit on other species.
- Breeding ponds are off-limits.

15.16: Penalties:

First Offense – Any person who violates any rule contained herein shall receive a written citation and may be subject to a fine up to Seventy Five Dollars (\$75.00) and be subject to possible loss of their Lake privileges for a period of time as determined by the Board of Trustees.

Second Offense – Any person who receives a second citation for violating any of the rules contained herein will receive a Seventy-five Dollar (\$75.00) fine and be subject to possible loss of their Lake privileges for a period of time as determined by the Board of Trustees.

Repeated Offenses – Any person who violates a rule repeatedly will be asked to appear before the Board of Trustees for a hearing. At such time, the offending member's Lake privileges may be suspended for the remainder of the year.

15.17: Slalom Course

The following are rules governing the use of the slalom course:

1. The Shawnee Hills Boat and Water Ski Club will be responsible for all installation, maintenance and adjustments/alterations of the slalom course.
2. All SHPOA rules will apply to the slalom course.
3. All SHPOA members have equal rights to use of the slalom course.
4. While in the slalom course, a boat pulling a skier (towboat) may travel in either direction.

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- 5. Only one boat is allowed in the slalom course at a time. If another watercraft enters the course while in use, the towboat must cease operation.
- 6. The towboat must stop at each end of the slalom course and turn in a counter-clockwise direction to return to the course.
- 7. All boats waiting to use the course or just watching must adhere to the SHPOA rules of counter-clockwise motion around the lake.
- 8. If other skiers are waiting to use the course, each skier should ski no more than one set, which consists of either 3 falls or 6 complete passes.
- 9. The location of the course will be evaluated the end of each season.

15.18: Personal Watercraft Rules

Definition: A Personal Watercraft (PWC) is defined, by law (Ohio Revised Code 1547), as watercraft that is:

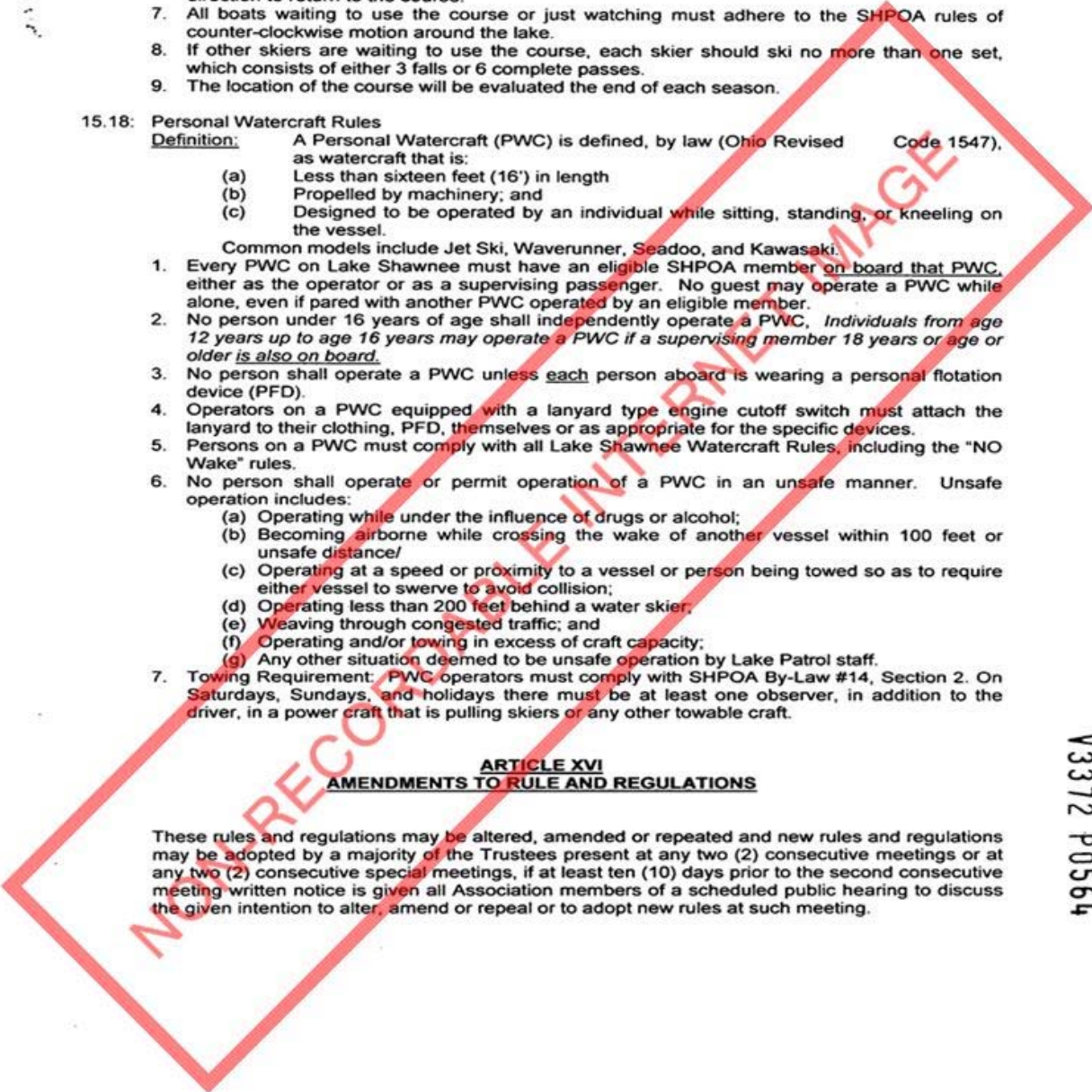
- (a) Less than sixteen feet (16') in length
- (b) Propelled by machinery; and
- (c) Designed to be operated by an individual while sitting, standing, or kneeling on the vessel.

Common models include Jet Ski, Waverunner, Seadoo, and Kawasaki.

- 1. Every PWC on Lake Shawnee must have an eligible SHPOA member on board that PWC, either as the operator or as a supervising passenger. No guest may operate a PWC while alone, even if paired with another PWC operated by an eligible member.
- 2. No person under 16 years of age shall independently operate a PWC. *Individuals from age 12 years up to age 16 years may operate a PWC if a supervising member 18 years of age or older is also on board.*
- 3. No person shall operate a PWC unless each person aboard is wearing a personal flotation device (PFD).
- 4. Operators on a PWC equipped with a lanyard type engine cutoff switch must attach the lanyard to their clothing, PFD, themselves or as appropriate for the specific devices.
- 5. Persons on a PWC must comply with all Lake Shawnee Watercraft Rules, including the "NO Wake" rules.
- 6. No person shall operate or permit operation of a PWC in an unsafe manner. Unsafe operation includes:
 - (a) Operating while under the influence of drugs or alcohol;
 - (b) Becoming airborne while crossing the wake of another vessel within 100 feet or unsafe distance/
 - (c) Operating at a speed or proximity to a vessel or person being towed so as to require either vessel to swerve to avoid collision;
 - (d) Operating less than 200 feet behind a water skier;
 - (e) Weaving through congested traffic; and
 - (f) Operating and/or towing in excess of craft capacity;
 - (g) Any other situation deemed to be unsafe operation by Lake Patrol staff.
- 7. Towing Requirement: PWC operators must comply with SHPOA By-Law #14, Section 2. On Saturdays, Sundays, and holidays there must be at least one observer, in addition to the driver, in a power craft that is pulling skiers or any other towable craft.

ARTICLE XVI
AMENDMENTS TO RULE AND REGULATIONS

These rules and regulations may be altered, amended or repealed and new rules and regulations may be adopted by a majority of the Trustees present at any two (2) consecutive meetings or at any two (2) consecutive special meetings, if at least ten (10) days prior to the second consecutive meeting written notice is given all Association members of a scheduled public hearing to discuss the given intention to alter, amend or repeal or to adopt new rules at such meeting.



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