

Proposed Rules and Regulations Amendments

Section: Membership Cards

Current: Membership cards will be issued to each Association Member upon payment of all dues, fees and assessments for each membership year and all membership paperwork filled out. Cards may be issued upon request of the Active Member. The card must be presented upon the request of Association officials and security to ensure that only Active Members (Members in Good Standing) are exercising the privileges of using Association facilities. Cards are not transferable to anyone, and abuse of the card may subject it to confiscation by Association officials or security personnel. Cards must be shown to gate guards and/or other RRA or security personnel at all beaches, pools and all other facilities each and every time you visit them. If you do not have your card, with proper identification a temporary card (good for one day's use) will have to be obtained at the RRA office before being admitted.

Proposed: Membership cards will be issued to each Association Member through approved distribution methods upon payment of all dues, fees and assessments for each membership year and all membership paperwork filled out. Cards may be issued upon request of the Active Member. The card must be presented upon the request of Association officials and security to ensure that only Active Members (Members in Good Standing) are exercising the privileges of using Association facilities. Cards are not transferable to anyone, and abuse of the card may subject it to confiscation or deactivation by Association officials or security personnel. Cards must be shown to gate guards and/or other RRA or security personnel at all beaches, pools and all other facilities each and every time you visit them. If you do not have your card, with proper identification a temporary card (good for one day's use) will have to be obtained at the RRA office before being admitted. Upon request, identification must be shown to match the name on the membership card.

Rationale: Allows the office the ability to issue cards through electronic methods in the future. Allows the use of other IDs.

Section: Transfer of Property

Current: 1. Before the transfer of any property, the owner should notify the RomeRock Association office that a proposed transfer is to take place. The present property owner will make it known to the prospective property owner that they must contact the RomeRock Association office to acquire the proper paperwork for membership.

Proposed: 1. Before the transfer of any property, the owner or agent should notify the RomeRock Association office that a proposed transfer is to take place. The present property owner will make it known to the prospective property owner that they must contact the RomeRock Association office to acquire the proper paperwork for membership.

Rationale: Allows a proper representative to contact the RRA regarding a property transfer.

Current: 4. Please also notify your Association office when you record or transfer your deed.

Proposed: 4. Notify the Association office when you record or transfer your deed.

Rationale: Wording

Section: Guest Policy

Current: The Active Member card (s); the Permanent Guest card; and the Immediate Family Guest card carry the following limitations on the number of Guests allowed at Association properties and facilities at any one time:

Proposed: The Active Member card (s); the Permanent Guest card; and the Immediate Family Guest card carry the following limitations on the number of Other Guests allowed at Association properties and facilities at any one time:

Rationale: The paragraph prior to this defines “Other guests”. It does get confusing that guests are considered 3 different things. It might help to specify “other guests” when beginning to explain how many can accompany the card-carrying guest.

New:

Active Members who do not have any Immediate Family members may request up to two (2) guest cards. Requests will be considered on an individual basis.

Rationale: Allows option for households with no immediate family members.

A #2

Current: Events with larger than nine (9) Guests requiring the use of pool #1 must be registered ten (10) days in advance at the RRA office.

Proposed: Events with larger than nine (9) Guests requiring the use of the pools must be registered ten (10) days in advance at the RRA office.

Rationale: Both pools should have 10 days’ notice for parties requiring the use of the pools.

Current: Each Active Member of RRA shall be limited to two (2) events per calendar year at RRA properties and/or facilities that have ten (10) or more Guests. This restriction does not apply to the rental of the Clubhouse or the rental pavilion. These events must be registered at the Association office. Note: if you are planning on using the pool at your event, you must register that event at least ten (10) days in advance. Registering an event does not guarantee that you will have space in a pavilion, or that you will have the number of tables you want. When registering for this large event, the Active Member must either be at the gate to accompany Guests in or must provide the office/gate person with a list containing the names of the expected Guests.

Proposed: Each Active Member of RRA shall be limited to two (2) events per calendar year at RRA properties and/or facilities that have ten (10) or more Guests and three (3) rentals per calendar year of the Clubhouse and/or the rental pavilion. Only one (1) rental may occur during the months of June-August. These events must be registered at the Association office. Note: if you are planning on using pool #1 at your event, you must register that event at least ten (10) days in advance. Registering an event does not guarantee that you will have space in a pavilion, or that you will have the number of tables you want. When registering for this large event, the Active Member must either be at the gate to accompany Guests in or must provide the office/gate person with a list containing the names of the expected Guests.

Section: Pool Rules

15 – Delete: Gate guard(s) may administer a swim test to anyone. This person must be able to swim across the deep end without swim aids.

Rationale: Gate Guards are not certified swim instructors.

Typographical error – Rule 21 should not exist. Continuation of rule 20.

Current: 3rd violation - suspension of that day's swim privileges and \$50 fine.

Proposed: 3rd violation - suspension of that day's swim privileges and up to a \$100 fine.

Rationale: Fine can vary depending on the severity of the offenses.

Section: Beaches & R.L. Lots

Beaches

Current: H. No watercraft to be docked or moored overnight at beach 1 or beach 2.

Proposed: No watercraft to be docked or moored overnight at beach 1, or beach 2, or any other R.L. lot.

Remove as redundant: I. No overnight docking at beach 1, beach 2 or any other R.L. lot.

R.L. Lots

E:

Current: No dogs at any of the improved R.L. lots, pools, or beaches.

Proposed: No pets at any of the improved R.L. lots, pools, or beaches.

F:

Current: The dumpsters and trash containers provided by the RRA shall be used only for disposal or refuse generated at the Clubhouse, pavilions, beach facilities, other RRA facilities, RRA recreational lots, and picnic areas. NO personal trash is to be disposed in RRA refuse containers. Illegal users will be fined \$50.

Proposed: The dumpsters and trash containers provided by the RRA shall be used only for disposal or refuse generated at the Clubhouse, pavilions, beach facilities, other RRA facilities, RRA recreational lots, and picnic areas. NO personal trash is to be disposed in RRA refuse containers. Illegal users will be fined \$200.

Add G:

G. It shall be prohibited to park any vehicle, watercraft, mobile home, trailer camper and the like at any RL lot.

Rationale: Adds a rule prohibiting overnight parking on R.L. Lots.

Add: Tennis/Pickleball Court Rules

- Use courts at own risk.
- No food, glass or alcoholic beverages.
- No pets.
- No bicycles, rollerblades, or skateboards.
- Proper footwear required. No black soles.
- Court for RRA Members and their guests only.
- Do not abuse net or other equipment.

Section: Lowering of the Lake

Current: Lake Roaming Rock will be lowered every 3 years starting in 2002, or as necessary with the approval by the Board of Directors.

Proposed: Lake Roaming Rock will be lowered as necessary with the approval by the Board of Directors.

Rationale: Studies into the lake have indicated that a lowering every 3 years is not necessary and may actually promote the growth of invasive species.

Section: Boating, Skiing, and Swimming Rules

Current: S/L 1.1 All watercraft must have a membership identification decal with RomeRock Association located on the stern of their boat and have the state registration on board for that watercraft.

Proposed: All watercraft must have a **current** membership identification decal with RomeRock Association located on the stern of their boat and have the state registration on board for that watercraft.

Rationale: Specifies the decal must be current.

Current: L 2.1 All watercraft must be PROPERLY identified. This shall consist of the members LOT NUMBER in three (3) inch numbers of a contrasting color and the ASSOCIATION STICKER displayed on both sides of the watercraft at the rear. Alternate placement arrangements may be made with the RomeRock Association office.

Proposed: All watercraft must be PROPERLY identified. This shall consist of the members LOT NUMBER in three (3) inch numbers of a contrasting color and the ASSOCIATION STICKER displayed on both sides of the watercraft at the rear **above the waterline**. Alternate placement arrangements may be made with the RomeRock Association office.

Rationale: Decals and lot #s, especially on PWC, are being placed below the waterline where they cannot be seen.

Add: 5.9 Boats operating in wake-surfing mode are required to navigate toward the center of the lake and to maintain a distance of 250 feet or more from shore.

Rationale: Large and more energetic waves need to travel a greater distance before wave height, energy, and power start to dissipate and pose less risk to the shoreline.

[New section to address the boat ramp gate.](#)

9. Boat Ramp Gate

9.1 – Access to the lake at the boat ramp is restricted to RRA Members in Good Standing and their permanent and immediate family guests.

a – Members in good standing who register one or more watercraft with the RRA may purchase a single key fob per membership unit from the RRA for the purpose of accessing the lake through the boat ramp gate.

b – Replacement fobs may be purchased in the event a fob is lost. The lost fob will be deactivated.

c – Key fobs may be deactivated by the RRA in the event that the member becomes inactive or does not register a watercraft in the current Membership year.

9.2 – Members may not allow unauthorized watercraft to access the lake.

Rationale: There are currently no rules regarding access to the boat ramp.

Section: PENALTIES FOR VIOLATIONS OF RULES AND REGULATIONS

Updated penalties

Violation of any boating rule and any state of Ohio law in any one (1) membership year:

First Offense- **Up to \$250** to be paid within 30 days of citation.

Second Offense – **Up to \$350** to be paid within 30 days of citation.

Third Offense- **Up to \$450** to be paid within 30 days of citation and loss of membership rights (except for ingress, egress), use of lake and the right to vote.

1. FAILURE TO PAY THE PENALTY IN 30 DAYS shall result in a charge of \$50 for the first day of each month **up to \$500** ~~and every calendar month thereafter~~ and in addition the board of directors may by majority vote limit membership rights as above.

Rationale: Updated fee structure

Section: Rental Policy and Special Membership

Current: Section 1 - No lease shall be for a term of less than twenty-eight (28) consecutive days, and no more than three (3) times per calendar year. The year in which the lease term commences shall determine the year in which the lease occurs. All of the terms, conditions and provisions of the Association's Rules and Regulations, Bylaws, and the Declaration recorded at Book 480, Page 2211, Ashtabula County Recorder's Office, all as have been or may be amended from time to time (collectively the "Governing Documents") shall be applicable and enforceable against any person occupying the property as a tenant or Guest to the same extent as the property owner, and the lease shall contain or be deemed to contain a covenant on the part of the tenant and each occupant of the property to abide by the Governing Documents, designating the Association as the property owner's agent and granting

the Association the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant. The property owner shall be liable for all damages, losses, costs and expenses, including reasonable attorney fees, arising out or pertaining to any violation of the Governing Documents committed by such owner's tenant and the tenant's spouse, family members, Guests and invitees without prejudice to such owner's right to collect any sums paid from the tenant. No subleasing or assignment of lease rights shall be permitted.

Proposed: All leases must be in writing and a duly executed copy must be provided to the Association office not less than (1) day before the beginning of the lease term. No lease shall be for a term of less than twenty-eight (28) consecutive days, and no more than three (3) times per calendar year. The year in which the lease term commences shall determine the year in which the lease occurs. All of the terms, conditions and provisions of the Association's Rules and Regulations, Bylaws, and the Declaration recorded at Book 480, Page 2211, Ashtabula County Recorder's Office, all as have been or may be amended from time to time (collectively the "Governing Documents") shall be applicable and enforceable against any person occupying the property as a tenant or Guest to the same extent as the property owner, and the lease shall contain or be deemed to contain a covenant on the part of the tenant and each occupant of the property to abide by the Governing Documents, designating the Association as the property owner's agent and granting the Association the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant. The property owner shall be liable for all damages, losses, costs and expenses, including reasonable attorney fees, arising out or pertaining to any violation of the Governing Documents committed by such owner's tenant and the tenant's spouse, family members, Guests and invitees without prejudice to such owner's right to collect any sums paid from the tenant. No subleasing or assignment of lease rights shall be permitted.

Rationale: Includes a requirement that the RRA receive a copy of the lease agreement.

Section: Disposal of Yard Waste Rules

Current:

1. Property owners or contractors are prohibited from placing grass clippings, leaves, branches or yard debris of any kind into the lake, ditches, culverts or swales.

Proposed: Property owners or contractors are prohibited from placing grass clippings, leaves, branches or yard debris of any kind into the lake, ditches, culverts or swales. Property owners are responsible for violations of this rule incurred by their contractor.

Rationale: Places the burden of responsibility on the property owner.

Add:

3. Any tree that falls in the lake from a member's property is the responsibility of the property owner to remove. Should the tree be removed by the association, the RRA will charge the property owner for removal at a reasonable rate determined by the Maintenance Manager.

Rationale: It is a cost burden for the Association to remove trees from lake due to the equipment and manhours required.

Updated Penalties:

- a. First offense: Up to \$500 to be paid within 30 days of citation

- b. Second offense: Up to \$1,000 to be paid within 30 days of citation
 - c. Third offense Up to \$2,000 and loss of membership rights except for ingress, egress, and the right to vote.
2. Failure to pay the penalty in 30 days shall result in a charge of \$50 for the first day of each month up to \$500 and every calendar month thereafter and in addition the board of directors may by majority vote limit membership rights as above.

Section: Harvester

Current: The harvester will cut weeds in the lake upon the notification by lot owner who has posted the correct signs designating their property to be cut and notified the office of their request.

Proposed: At the discretion of the RRA the harvester will cut weeds in the lake upon the notification by lot owner who has notified the office of their request. Member's lot number must be visible from the lake. Harvest can only clear a channel as it is not designed for operation close to docks.

Rationale: We no longer use the arrow signs. Would encourage more members to post lot numbers per the Village Ordinance. Specifies the harvester is not for shoreline vegetation.

Section: SMOKING IN CLUBHOUSE

Current: There will be no smoking in the clubhouse.

Proposed: CLUBHOUSE USE AND RENTAL

By request, the Clubhouse may be used by Active Members and Approved Clubs of the RomeRock Association who have completed and returned an application with the RomeRock Association office. Rules regarding rental procedures and appropriate use of the Clubhouse will be defined in the application.

There will be no smoking in the clubhouse.

Section: Road Bonds

Current: 1. No construction, alteration, or remodeling of any structure shall commence unless the Property Owner has been issued all requisite permits from the Village of Roaming Shores and deposited with RomeRock Association, Inc. a cash bond in the amount prescribed by the Board of Directors from time to time. The bond shall insure against damage to the Association's roads, culverts, and other facilities and improvements that may occur during construction and the removal of all debris and rubbish associated therewith. The amount of the bond may vary depending upon the nature of the construction and work to be completed. The amount of the bond shall not be less than \$1,500.00 nor more than \$5,000.00.

Proposed: No construction, alteration, or remodeling of any structure shall commence unless the Property Owner has been issued all requisite permits from the Village of Roaming Shores and deposited with RomeRock Association, Inc. a cash bond in the amount prescribed by the Board of Directors from time to time. The bond shall insure against damage to the Association's roads, culverts, and other facilities and improvements that may occur during construction and the removal of all debris and rubbish associated therewith. The amount of the bond may vary depending upon the nature of the construction and work to be completed. The amount of the bond shall not be less than \$1,500.00 nor more than

\$7,500.00. \$5000 of the road bond will be non-refundable for new home builds; \$500 will be non-refundable for concrete driveway installations.

Rationale: Damage to the roads during the construction of new homes and concrete driveways is virtually unavoidable due to the soft road base.

Section: Roads

Moved Roadside Parking and Snow Ban section to this part of the Rules and Regulations

Section: Rules and Regulations – Updated General Penalties

1. General Penalties:
 - a. First offense – Up to \$250 to be paid within 30 days of citation.
 - b. Second offense- Up to \$350 to be paid within 30 days of citation.
 - c. Third offense – Up to \$450 and loss of membership rights except for ingress, egress, and the right to vote.
2. Failure to pay the penalty in 30 days shall result in a charge of \$50 the first day of each month and every calendar month thereafter up to \$500 and in addition the board of directors may by majority vote limit membership rights as above.