

RESOLUTION NO. R1-1024
AMENDING THE RULES AND REGULATIONS OF ROMEROCK ASSOCIATION

WHEREAS, the Board of Directors of RomeRock Association, Inc. is authorized to establish, enforce, and amend the Rules and Regulations of RomeRock Association, Inc.; and,

WHEREAS, there has been certain additions and/ or amendments to clarify and update said Rules and Regulations and,

WHEREAS, the Board of Directors has reviewed and approved by motion certain additions and/ or amendments to the Rules and Regulations:

NOW, THEREFORE, BE IT RESOLVED: That the following additions and/ or amendments to the Rules and Regulations of RomeRock Association, Inc. are hereby adopted and the subsequent document incorporation said additions and/ or amendments shall be the Rules of RomeRock Association, Inc.

RENTAL POLICY AND SPECIAL MEMBERSHIP

Only Active Members may lease property to a third party. Any Active Member may lease such Member's property subject to the following terms and conditions.

SECTION 1 All leases shall 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. Leases of unimproved lots (a lot without a dwelling) for any term or duration are prohibited. No lease of an improved lot (a lot with a dwelling) 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.

- SECTION 2 Any property owner wishing to obtain Special Membership for the tenant shall apply to the Association office, provide all information deemed necessary or appropriate, and agree to be responsible for and remain in compliance with all Governing Documents.
- SECTION 3 Special Membership may only be granted for the tenant, the tenant's spouse, and the tenant's unmarried children residing at the leased property, each of whom may be entitled to a family pass and the use of facilities. A delinquent Member is not eligible for Special Membership.
- SECTION 4 Other family members and friends of the tenant are considered Guests and shall only be permitted upon Association properties and facilities when accompanied by a card-carrying Special Member. Each Special Membership Unit is limited to nine Guests at any one time. A delinquent Member may not be a Guest.
- SECTION 5 While the Special Membership year begins May 1st of any one year and ends April 30th of the next year, fees paid by the tenant for Special Membership are not subject to prorating or assignment regardless of rental period. A Special Membership fee of \$250 Annually shall be paid by the Special Member. Fees may or may not be the same as for property owners and may differ according to class of renter as determined in the sole discretion of the Association's Board of Directors.
- SECTION 6 No Special Membership Rights shall be granted for a period of less than 28 days. Special Membership ends immediately upon the expiration or termination of the lease and all rights revert immediately to the property owner. The tenant's watercraft shall be removed on or before the expiration and termination of the lease and, if not, shall be considered abandoned and the property owner shall be responsible for all liabilities, costs and expenses, including reasonable attorney fees, incurred in connection with the disposal or removal thereof.
- SECTION 7 A written lease of an unimproved lot in effect at the time of the effective date of this Section 7 may be continued provided, however, that if the lease is terminated or not renewed for any period of time, the lease of such unimproved lot shall thereafter be prohibited pursuant to Section 1 above. No lease of an unimproved lot in effect as of the effective date of this Section 7 shall be assigned in any manner to a different tenant(s) or otherwise and any such assignment shall constitute a termination of the lease and the lease of such unimproved lot shall thereafter be prohibited pursuant to Section 1 above.

CLASSES OF RENTERS/SPECIAL MEMBERS

SECTION 8

Class I If the Member has one property, the Member shall pay all Association charges and shall agree in writing to give up Active Membership except for the right to vote. The Member may authorize a Special Member to vote on an eleven-month basis by executing a Special Member Voting Proxy supplied by the RRA Office.

The renter(s) shall pay all applicable fees for any boat permits. Proof of ownership and insurance are required.

Class II If the Member has more than one property, the Member shall pay all Association charges for every property owned.

The renter(s) shall pay all applicable fees for any boat permits. Proof of ownership and insurance are required.

SECTION 9 The violation of any term, condition or provision of the Governing Documents, including but not limited to the Rules and Regulations, by the Special Member(s), the Special Member's family members, or Guests may, at the discretion of the Association Office Manager or Association officers, result in the limitation, suspension or revocation of the Special Membership.

SECTION 10 The property owner shall indemnify and hold the Association harmless for all damages, losses, costs and expenses, including reasonable attorney fees, arising out or pertaining to any violation or enforcement of the Rules pertaining to rentals and Special Memberships. In addition, each day that a tenant occupies the property in violation of the rule requiring a minimum term of twenty-eight (28) consecutive days shall be deemed to be a separate offense for the purpose of determining the applicable fine and/or penalty.

ROAD BONDS

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. \$1,500 of the Road Bond for New House Construction is Non-Refundable.

2. The Association shall have the right to require the Property Owner to produce copies of the permits issued by the Village of Roaming Shores, improvement plans, and other pertinent documentation reasonably related to a determination of the nature of the intensity of the construction and vehicular travel involved in connection therewith.
3. The Property Owner is responsible for notifying the Association's Office when the construction is completed and requesting a refund of the road bond by completing and signing the appropriate form prescribed by the Board of Directors. If the Property Owner fails to apply in writing for a refund of the road bond within 2 years of the date on which the bond was deposited, the Association may deem the road bond forfeited.
4. No portion of the road bond shall be refunded until the Association is able to inspect the construction site and roads to assess whether any damage has occurred, and all debris and rubbish have been properly disposed of. The Association can require proof that construction is complete by requiring appropriate documentation, including, but not necessarily limited to, copies of any "as built" survey or plans required by, and any occupancy permit issued by the Village of Roaming Shores.
5. The Association shall have the right to complete reasonable repairs and/or cleanup and pay the cost and expense thereof out of the deposited funds.
6. If during the course of construction, the Association has reason to believe that the amount of the bond deposited may not be sufficient to cover existing or possible damage, the Association can require additional cash to be deposited before construction can continue.
7. The Board of Directors reserves the right to prohibit certain types or weights of vehicles and periods of travel to minimize the risk of damage to the Association's roads, culverts and other facilities and improvements.
8. Operational Manager makes the final decision.

CULVERTS

1. No culvert for driveways and/or roadsides on Association-owned roads* shall be installed without the prior written approval of RomeRock Association.

*All roads within the Roaming Rock Shores Subdivision are Association-owned roads with the exception of the following roads or sections or roads owned by the Village of Roaming Shores:

- Rome Rock Creek Rd
 - Roaming Rock Blvd
 - Knowlton Entrance to Beaver Dam (Morning Star Dr & Flame Lake Dr)
2. Any property owner wishing to install a culvert must complete such application, provide such information, details, plans and specifications, and permit such inspection(s) as RomeRock Association, Inc. may prescribe from time to time.

Adopted: 10/26/2024