

**LAKE SENECA PROPERTY OWNERS  
ASSOCIATION, INC.**

BY-LAWS  
Revised September 2014

ARTICLE 1

NAME, LOCATION AND AUTHORITY:

A. The name of the association responsible for the administration of Lake Seneca is **Lake Seneca Property Owners Association, Inc. (the "Association")**. The principle office of the Association shall be located at **233 Seneca Drive, Montpelier, OH 43543-9439, or such other place in Williams County, Ohio as the Board of Trustees may, from time to time, designate.**

B. Administration of Lake Seneca. The administration of Lake Seneca shall be in accordance with the Articles of Incorporation of the Corporation, the Deed Restrictions (as defined below), the provisions of these By-Laws/Regulations (as defined below), as each of the foregoing may be amended from time to time, and in accordance with the rules (as defined below). Each licensee, invitee, owner, tenant, occupant and guest of a lot shall comply with the Deed Restrictions, By-Laws/Regulations, and Rules of Lake Seneca. Failure to comply with the above provisions, constitutes grounds for the Association to take action to recover sums due for damages or for injunctive relief.

ARTICLE 2

DEFINITIONS:

A. **Lot:** The term Lot, whether in the singular or plural, shall be deemed to mean a platted lot, whether developed with a residence or not. Lots owned by LSPOA shall be considered common property and shall **not** be included in the two-thirds majority required to change, alter, amend or revoke Deed Restrictions.

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

**C. Deed Restrictions:** Deed Restrictions shall be deemed to mean those Deed Restrictions, as amended, from time to time, on file with the Office of the Recorder of Williams County, Ohio and pertaining to Lake Seneca.

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

**E. Member in Good Standing:** A member in good standing shall be defined as a property owner/owners of the Association who is current with all dues, assessments and any other financial responsibilities and not under suspension as described in Article 3 D.

**F. By-Laws/Regulations:** These terms are used here interchangeably to identify actions promulgated by the membership of the Association adopted otherwise in accordance with these By-Laws. The Board of Trustees may not change or modify the By-Laws or Regulations, but may adopt Rules, within the scope of discretion granted to the Board of Trustees, to administer the By-Laws.

**G. Rules:** Rules are promulgated by the Board of Trustees in conjunction with its function of managing the affairs of the Association.

### ARTICLE 3

#### MEMBERSHIP, VOTING RIGHTS AND SUSPENSION:

A. **Membership.** Every owner of a Lot in Lake Seneca is hereby declared to be a member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Lot. Each owner, by acceptance of a deed or other conveyance of the Lot, thereby becomes a member. When more than one person is the owner of a Lot, all such persons shall be members. When the owner of an interest in a Lot ceases to own an interest therein, that person or entity is no longer a member.

1. Members desiring to rent their lots must notify the Association Office of the tenants' names and shall in all events be responsible for the actions of any person/persons to whom they rent. The tenants will be entitled to use of the beaches, community areas of or other Association facilities as long as the member from whom they are renting remains in good standing.

B. Approval and Election of Members. Members shall be approved by the Board of Trustees, and no conveyance of a Lot or fractional interest therein shall be effective until the approval thereof has been granted by the Board of Trustees, and endorsed upon such conveyance prior to recording thereof. It is the intent of this provision that the Board of Trustees be reasonably satisfied that a prospective new member would be a responsible and law abiding resident of Lake Seneca. Membership in the Association may not be refused if such refusal would violate federal, state or local laws or ordinances pertaining to discrimination for any reason.

C. Voting Rights.

1. Voting Power. The member or members in good standing, collectively, of each Lot shall be entitled to one vote per membership. If any member owns more than one lot and there are separate dwellings on said lots, the member shall be assessed an annual operating assessment (annual dues) and any special assessments for each lot containing a dwelling. In the event there is a dwelling occupying two adjacent lots, there shall be one annual operating assessment (annual dues), normal lot assessment for each lot owned, and any special assessments for each membership. The amount of the annual operating assessment (annual dues) is subject to change provided in Article 11 of these By-Laws.

2. Multiple Owners. The vote of the owners of a Lot owned by more than one person, or by a corporation or other entity, shall be cast by the person named in a certificate, signed by all of the owners of the Lot, and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, then at the discretion of the Board of Trustees, the vote of such owner or owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

3. Decedents, Incompetents and Fiduciaries. When any person has furnished to the Association proof, satisfactory to the Association, of his/her appointment and qualification as executor under the Last Will and Testament of a deceased Lot owner; an administrator of the estate of such a Lot owner; a guardian; conservator of the estate of a ward or incompetent who is a Lot owner; trustee in bankruptcy of such a Lot owner; statutory or judicial receiver or liquidator of the estate or affairs of such a Lot owner; with authority in the premises, such fiduciary may vote as though he or she were the Lot owner.

D. SUSPENSION OF MEMBERSHIP.

During any period in which a member shall be in default in the payment of any dues, or any Annual or special assessment levied by the Association, or shall be in default of the performance of any other obligation of a member of this Association, the voting rights and the

right to use of the Common Facilities by such member may be suspended by the Board of Trustees until such dues or assessment has been paid, or such default cured, in the discretion of the Board of Trustees.

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

#### ARTICLE 4

##### MEETINGS OF MEMBERS:

A. Annual Meeting. An annual meeting of the members shall be held at Lake Seneca Subdivision, Williams County, Ohio or as otherwise provided by these Regulations, on the third (3<sup>rd</sup>) Sunday in the month of September, at the hour of 1:30 p.m., for the transaction of such business as may come before the meeting.

At the annual meeting, no motions, other than procedural motions, shall be voted upon unless such motion is placed before the annual meeting in one of the following ways:

1. The Board will post an agenda for the annual meeting twenty (20) days before the meeting. The Board of Trustees may add to the agenda up to the opening of the meeting. The agenda shall include items required by the By-Laws and the Rules. The Board may also include additional items that, in the opinion of the Board, need to be brought before the membership.

2. Any member may propose motions at the meeting if the text of such motion is submitted to the Board for publication a minimum of twenty (20) days but not more than sixty (60) days before the meeting. Such proposal shall be signed by at least five (5) members of the Association.

B. Special Meeting. Special meetings of the members may be called at any time by the President, by a majority of the Board of Trustees, or by written request of the members entitled

to exercise 20% of the voting power of members. The special meetings shall be in such place in Williams County, Ohio, on such date and at such time as may be determined by the Board of Trustees.

C. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of the Association, by mailing a copy of such notice, postage prepaid, or by personally delivering such notice, at least ten (10) days before such meeting, but no more than sixty (60) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. The notice shall specify the place, the day and time of the meeting, and in the case of a special meeting, the purpose of the meeting.

D. Procedure. As to all matters of procedure not specifically referred to in these By-Laws, Roberts' Rules of Order shall apply.

E. Quorum. A quorum for the transacting of business at any annual/special meeting of members shall be not less than 10% of the voting members in good standing present including the President and the Board of Trustees.

F. Proxies At all meetings and otherwise subject to the provisions of these By-Laws, each voting member may vote in person or by proxy. All proxies shall state with specificity the meeting for which the proxy is effective. No proxy shall be effective for more than one meeting. All proxies shall be in writing, shall be witnessed by two persons other than the person to whom the proxy is granted, and shall be notarized with the same requirement that the notary may not be the person to whom the proxy is granted. All such proxies shall be filed with the Secretary of the Association at least ten (10) calendar days, but not more than thirty (30) calendar days prior to the meeting for which the proxy is designated. Every proxy shall be revocable and shall automatically cease at the close of the meeting for which the use of such proxy is specified. In the event of a failure to obtain a quorum at such meeting, such proxy shall be deemed to be invalid for any other purpose or for any other meetings.

G. Voting Requirements. Except as otherwise provided in these By-Laws, the Deed Restrictions, the Articles of Incorporation of the Association, or by law, a majority of the voting power of the members in good standing present at any duly convened meeting shall be sufficient to determine any matter.

## ARTICLE 5

### BOARD OF TRUSTEES

A. General Powers. The affairs of the Association shall be managed by the Board of Trustees, which shall have such power and authority as is set forth in the Articles of Incorporation of this Association and as set forth in these By-Laws.

B. Tenure and Qualifications. A Trustee shall be a member in good standing of the Association. The number of Trustees shall consist of seven (7) active members. The Trustees of said Board are to be elected and to serve for (3) years vs 2 starting from the 2014 annual meeting election and serve until his/her successor shall have been elected and qualified. If a vacancy occurs and the Board so chooses to fill the vacancy, that individual must be voted on at the next annual meeting to remain as a trustee on the Board. Four vacancies filled in 2013 with 1 & 2 serving for 2 years, then 3 years there on after and 3 & 4 serving for 3 year terms. Three (3) members shall be elected in even numbered years with four (4) to be elected in odd numbered years.

C. Nomination. Nomination for election to the office of Trustee shall be made by a Nominating Committee. The Nominating Committee shall consist of the chairman, and at least two other members of the Association who shall be appointed by the Board of Trustees. The Nominating Committee shall make as many nominations for election to the office of Trustee as it shall, in its discretion, determine, but in any event not less than the number of vacancies that are to be filled.

D Election. The Board of Trustees shall appoint a Nominating Committee of three (3) members of the Association, none of whom is serving at the time of appointment on the Board of Trustees. Said Committee shall have the responsibility of preparing a nominating petition and making it available to members of the Association. It shall be the duty of the Nominating Committee to prepare ballots with names of the various candidates for the office of Trustee, and to thereafter mail, more than ten (10) days prior to the election date set by the President of the Board of Trustees, a ballot and voting instructions to each member with voting rights together with an envelope addressed to persons appointed Inspectors of Election, c/o Lake Seneca Property Owners Association, Inc., Montpelier, OH 43543-9439. The President shall appoint, prior to such election, three (3) Inspectors of the Election. The duties of the three member Inspectors of Election shall be to safeguard the honesty and integrity of the vote to the best of their skill and ability (including but not limited to the authority to declare a ballot to be invalid in the event of an irregularity), to receive and inspect the votes cast, and to otherwise conduct such election, and to thereafter certify the results of said election to the President. The President shall thereafter notify each Trustee so elected, and request that such person accept the office to which he/she was elected.

E. Removal of Trustees. Any Trustee may be removed, with or without cause, by a majority vote of the members in good standing of the Association present at any duly convened meeting shall be sufficient to determine this removal. In the event of the death, resignation or removal of a Trustee, his/her successor shall be selected by the remaining Trustees and shall serve for the unexpired term of such predecessor. In addition, any Board member may be removed:

1. if such Board member does not attend three consecutive regular Board meetings provided, however, that this provision shall not apply if such absences are excused by the President; or,

2. for just cause including, but being not limited to, misfeasance or malfeasance upon the concurrence of the majority of members of the Board of Trustees.

3. if for any reason the number of Trustees shall fall below seven (7) the Board shall be authorized to act in the interim until it is restored "to full strength".

F. Compensation. Trustees as such shall not receive any salaries for their services as Trustees. Nothing herein contained shall be construed to preclude a Trustee from serving the Association in any other capacity and receiving compensation therefore. The vote of the Trustee to whom compensation is proposed to be paid shall not be counted for the purpose of such vote, it being the intent hereof that at least five (5) disinterested Trustees must agree to pay such compensation.

G. Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly, at such date, place and time in Williams County, Ohio as may be fixed from time to time by resolution, or otherwise agreed upon by the Board of Trustees.

H. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee provided, however, that such notice may be waived in writing. The three (3) day notice may be waived in an emergency.

I. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done, or made by a majority of the Trustees, shall be regarded as the act of the Trustees present, if such meeting is duly convened.

J. Procedure. The Board of Trustees shall have the right to prohibit the attendance at Board meetings of nonmembers of the Association, in the sole discretion of the Board of Trustees. It is the intent of this provision that, at all times, the Board of Trustees have the authority to protect the privacy of the Association and its members or authorized representatives so as not to expose the Association to claims of invasion of privacy, defamation, slander and similar claims. The Board of Trustees are allowed to hold meetings by conference call with appropriate electronic equipment to be used for legitimate business and/or Board meetings such as cell phones, lap top computers, Skype and such. Notwithstanding anything to the contrary contained in this Section, the Board of Trustees shall attempt to assure that the provision of Section 5K are adhered to, in and to such extent as is reasonably practicable.

K. Open Meetings Requirement. No regular or special meeting of the Board of Trustees shall be held, nor any action taken without a meeting as permitted hereby, as the case may be,

unless such meeting was open to all members (and in the case of an action taken without a meeting, such action was deliberated at a meeting open to all members), with the following exceptions:

1. To consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of employees; or
2. To consider the purchase of property if premature disclosure of information would give an unfair competitive advantage to a third person; or
3. Privileged conferences with an attorney for this Association concerning disputes that are the subject of threatened, pending or imminent court action; or
4. Specialized details of security arrangements where disclosure of matters discussed might reveal information, the revelation of which would be detrimental to the Association.

Notice of any such regular or special meeting, or any other action, shall be effective when posted at least three (3) days in advance of such meeting or action, at the office of the Association and at the entrances to Lake Seneca. If, however, in the opinion of the majority of the Board of Trustees, an emergency situation arises which makes it inappropriate to post notice of a meeting, the Board is authorized in such instances to meet and to take action. This action would be explained and discussed at the next regular Board meeting.

L. Powers and Duties of the Board of Trustees.

1. Powers. The Board of Trustees shall exercise all powers and authority pursuant to the Ohio Revised Code pertaining to nonprofit corporations, pursuant to the Deed Restrictions for Lake Seneca and these By-Laws, as amended from time to time, unless such powers and authority are specifically and exclusively reserved to the membership by virtue of the aforementioned documents. Without limiting the generality of the foregoing, the Board of Trustees shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, the Deed Restrictions for Lake Seneca and these By-Laws; and,
- (b) obtain insurance coverage as required or desirable pursuant to the aforesaid documents; and,
- (c) enforce the covenants, conditions and restrictions set forth in the aforesaid documents; and,

- (d) repair, maintain and improve the Common Facilities; and,
- (e) purchase, sell or mortgage real property owned by the Association; and,
- (f) establish, enforce, levy and collect assessments as provided in the aforesaid documents, as established by the membership; and,
- (g) adopt and publish rules and publish regulations governing the use of the lots, the Common Facilities and the personal conduct of the members and their guests thereon; and,
- (h) suspend the voting rights of a member as provided herein; and,
- (i) non budget items of more than \$50,000.00 for a single expenditure require membership approval; and,
- (j) Require at least Five (5) Trustees to approve any expenditures from the Capital Reserve Fund, Special Road Assessment Fund, Operating Reserve Fund and the Emergency Reserve Fund at a Trustee Board meeting open to the Membership. The Capital Reserve Fund is designated to meet the requirements of SB-187. (Sec. 5312.06-A-1) (Added to By-Laws 11-17-11)

2. Duties. It shall be the duty of the Board of Trustees, in addition to all other duties required of the Board of Trustees by law, by the Deed Restrictions and by these By-Laws, and without limiting the generality of the foregoing, to:

- (a) cause to be kept a complete record of all of the acts of the Board of Trustees and of the affairs of the Association, and to present a statement thereof to the members at the annual meeting of the members; and,
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed; and,
- (c) establish, enforce and collect assessments as provided in the Deed Restrictions and By-Laws; and,
- (d) obtain insurance coverage as required or desired; and,
- (e) enforce the covenants, conditions and restrictions as set forth in the Deed Restrictions and these By-Laws; and,
- (f) repair, maintain and improve the Common Facilities; and,

(g) take all other action reasonably necessary required or desired to administer Lake Seneca in accordance with the law and the documents pertaining to Lake Seneca.

## ARTICLE 6

### OFFICERS AND DUTIES:

A. Enumeration of Offices. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, each of whom shall at all times be members of the Board of Trustees, and such other offices as the Board of Trustees may, from time to time by resolution, establish.

B. Election and Term. The officers of the Association shall be elected, in a meeting of the Board of Trustees, from time to time, to serve until the Board of Trustees elect their successors.

C. Special Appointment. The Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Trustees may, from time to time, designate.

D. Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority of the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees. Such resignation shall take effect on the date of receipt of such notice, or at any later time as may be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board of Trustees shall select a person to fill such vacancy.

E. Multiple Offices. The offices of Secretary and Treasurer of the Association may be held by the same person. No person, however, shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to this Article.

F. Duties of Officers. The duties of the officers are as follows:

1. President. The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board of Trustees are carried out; shall be the principal executive officer of the Association and shall in general, supervise and control all of the business and affairs of the Association. The President shall sign, together with the Secretary of the Association, or any other officer of the Association authorized by the Board of Trustees, deeds, mortgages, bonds, contracts or other instruments on behalf of the Association, which may be authorized to be executed by the Board of Trustees, except in cases where the signing and execution thereof shall be expressly delegated otherwise by the Board of Trustees to some other officer or agent of the Association; and,

in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees.

2. Vice President. The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act (as determined by a majority of the Board of Trustees), and shall exercise and discharge such other duties as may be required of him/her by the Board of Trustees.

3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the members of the Association; shall serve or cause to be served notice of meetings of the members; keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board of Trustees.

4. Treasurer. The Treasurer shall receive and deposit in an appropriate account all monies of the Association, shall disburse such funds as directed by resolution of the Board of Trustees; shall keep proper books of account; shall prepare an Annual statement of income and expenditures; and shall perform such other duties as required by the Board of Trustees.

The Treasurer shall render a monthly statement to the Board of Trustees showing expenditures and receipts for the month and shall post a copy of this report on the LSPOA bulletin board.

All funds of the Association shall be deposited, from time to time, in such federally insured savings institution as the Board of Trustees may select.

5. Other Officers. The Board of Trustees shall have the authority to designate and appoint such other officers to execute such duties, as the Board of Trustees, in its discretion, shall determine.

## ARTICLE 7

### COMMITTEES:

The Board of Trustees may appoint such committees as may be deemed to be appropriate in carrying out the powers and duties of the Association. Such committees shall be organized in accordance with the rules and regulations therefore, as may be promulgated from time to time, by the Board of Trustees and/or membership and all members of such committees shall serve at the pleasure of the Board of Trustees.

## ARTICLE 8

### BOOKS AND RECORDS:

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Trustees, and committees having any of the authority of the Board of Trustees, and shall keep at the registered or principle office, a record giving the names and addresses of the members entitled to vote.

All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time. The Board of Trustees shall have the books of the Treasurer of the Association compiled at least once a year by a Certified Public Accountant, and this examination shall be submitted as a written report to the membership of the Association.

## ARTICLE 9

### FISCAL YEAR:

The Fiscal Year of the Association shall begin on the first day of March and end on the last day of February of each calendar year.

## ARTICLE 10

### AMENDMENTS TO BY-LAWS:

1. These By-Laws may be amended at any annual/special meeting by a majority of the voting members present, provided that a text of the amendment is distributed to the membership a minimum of twenty (20) days but not more than sixty (60) days prior to said meeting.

2. Amendments may be proposed by a majority vote of the members of the Association at any meeting of the Association. Such proposed amendments shall be submitted in the form of a written ballot to the membership of the Association within fifteen (15) days after the adjournment of the meeting at which such amendments shall have been proposed and shall be adopted upon receiving a favorable vote of two-thirds (2/3) of the members who cast ballots within sixty (60) days after such adjournment.

## ARTICLE 11

### ASSESSMENTS:

A. Creation of the Lien and Personal Obligation for Assessments: By acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed), each Grantee is deemed to covenant and agrees to pay to the Association: (i) annual operating assessments or charges; (ii) special assessments for capital improvements; and (iii) special individual assessments, all such assessments to be established and collected as hereinafter provided:

1. The annual and special assessments, together with the cost of collection thereof, attorneys' fees, and interest as provided hereinafter, shall be a charge to each owner/owners of Lot/Lots in Lake Seneca and shall be a continuing lien upon such lot/lots against which such assessment is levied by the Board of Trustees as provided hereinafter.

1a The annual operating assessment (annual dues) and any and all special assessments of any type, nature or composition, may be established in accordance with the voting procedures under these Bylaws at the Annual Membership Meeting, or likewise, may be proposed and presented to the Membership for consideration and vote at any Special Meeting duly called in accordance with the terms set forth in the Bylaws, as amended. The current annual operating assessment (annual dues) is \$275.00 per membership and a normal lot assessment (maintenance fee) per lot owned is \$30.00 per year per Deed Restriction 8. The yearly special assessment (Dam) is \$350.00 per membership.

Lake Seneca Waterway Cleaning Assessment – Motion passed at the May 19, 2013 Annual Membership Meeting for an assessment for Lake Seneca Waterway Cleaning Assessment of \$145 per membership, per year. This assessment would be limited to 5 years so the LSPOA Inc. would review the need and the amount for the long term care of our lake. The assessment would include the cleaning of 2 sediment pits in the river which is needed to help contain the silt run-off coming into the lake, removing of all debris and dredging all the holding areas, the operation of the dredge and the normal maintenance on the dredge completed each year and be ready for the next year. So, if there's rebuilding of the dredge, we would have money to do that. Maintaining the sea-walls and cleaning of the flip bucket at the Dam. People found cutting and dumping trees or any other debris into the lake would be charged an amount needed to remove these items. There could be a violation fee of \$50.

1b. The special assessment for Capital Improvements established at the Annual May 16, 2010 Membership Meeting is to be used to finish Seneca Drive Improvement/Upgrading only. This assessment will be for twelve years at One

Hundred dollars (\$100.00) per Membership, due annually August first and effective August 1, 2010. (2010 thru 2021). Any surplus revenues left after Seneca Drive is completed shall be used to upgrade Tass and Lumbee Drives. This fund shall be supported by the Capital Reserve Fund (\$30 Lot Fee).

2. Each such assessment, together with the cost of collection thereof, attorneys' fees, and interest as provided hereinafter, shall also be the personal obligation of each Owner of a Lot, and, if there is more than one Owner of a Lot (i.e., Owners of fractional interests of a Lot), then such assessment, together with the cost of collection thereof, attorneys' fees, and interest as provided hereinafter, shall be the joint and several personal obligation of each of such Owners.

3. In a voluntary conveyance of a Lot, the Grantee or Grantees of the Lot shall be jointly and severally liable with the Grantor or Grantors thereof for all unpaid assessments against such Lot up to the time of the conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefore.

4. Every lot and lot owner shall be jointly and severally charged with an equal share of each annual and special assessment attributable to each such Lot Owner(s).

B. Purpose and Nature of Assessments: The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of Lake Seneca and for the improvement, replacement, repair and maintenance of the Common Facilities. More particularly, without limiting the generality of the foregoing, such assessments shall be used for payment of the following:

1. Annual Operating Assessments: Costs of the maintenance, repair and other services provided by the Association; taxes on the Association property; insurance premiums for insurance provided pursuant hereto; costs for the operation, management and administration of the Association, including, but being not limited to, fees of property management, legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association; and the salaries, wages, payroll charges, and other costs incurred to perform these services; a general operating reserve and a capital improvements reserve.

2. Special Assessments for Capital Improvements. The expense to construct, reconstruct, and replace capital improvements which are a part of the Common Facilities, including personal property and fixtures to the extent reserve funds are insufficient therefore.

3. Special Individual Assessments. The individual assessment is to reimburse the Association for the cost of performing obligations of a Lot Owner pursuant to the

provisions of the Deed Restrictions, the By-Laws, or for such reason as may hereafter be determined by the Board of Trustees, but especially without limiting the generality of the foregoing, for the reason of levying as an assessment (i) the cost of enforcement against a Lot Owner, the occupant thereof, or the respective licensees and invitees thereof, of any violation of the terms of the Deed Restrictions, the By-Laws, or such rules and regulations as may, from time to time, be adopted; or (ii) costs incurred by the Association in the event the owner of a Lot or the occupant thereof fails to maintain such Lot in a manner, which, in the discretion of the Board of Trustees, constitutes a nuisance or threatens the welfare of other Lot Owners or occupants.

4. Levy and Amount of Assessments:

a. Annual Operating Assessment.

1. Annual Operating Assessment. The annual operating expense shall be that amount of funds, estimated by the Board of Trustees, to be necessary for all operating expenses of the Association for the balance of the next succeeding fiscal year.

2. Operating Reserve. The Board of Trustees may establish and maintain a general operating reserve fund in such amount as shall be determined by the Board of Trustees so as to assure availability of funds for the normal operation of the Association and shall accordingly collect assessments in such amount and in such fashion reasonably deemed necessary by the membership.

3. Capital Improvement Reserve. The Board of Trustees may establish and maintain a reserve fund in such amount as such Board may deem appropriate so as to assure the availability of funds for the repair and replacement of capital improvements which are a part of the Common Facilities. Payments by members into this fund shall be contributions to the capital of the Association. These funds, except as otherwise provided by the Board of Trustees, shall be used solely for the purpose for which assessed.

4. Special Assessments for Capital Improvements. In addition to the annual operating assessment referred to hereinabove, the membership may levy, at any time, in its discretion, special assessments to construct, reconstruct, or to replace capital improvements on the Common Facilities to the extent that reserves therefore are insufficient, provided, however, that new capital improvements, which are constructed for purposes other than to replace existing improvements, shall not be constructed nor funds assessed therefore without the prior affirmative vote of the majority of

members in good standing present at the annual/special meeting of the Association.

5. Special Individual Assessments. The Board of Trustees may levy an assessment against an individual Lot, to reimburse the Association for those costs incurred in connection with that Lot, in the event the Lot Owner fails to maintain such Lot as provided in the hereinabove, or in the event that any action is instituted against a Lot Owner, the occupant thereof, or the respective licensees and invitees thereof, as a result of any violation of the terms of the Deed Restrictions, these By-Laws, or such rules and regulations as may, from time to time, be adopted.

5. Effect of Non-payment of Assessments--Remedies of the Association.

a. If any installment of any assessment is not paid within thirty (30) days after the same has become due, the entire unpaid balance of such assessment shall then automatically be accelerated and shall immediately become due and payable in full, together with the cost of collection thereof, and attorneys' fees. Interest on the entire unpaid balance of such assessment at the rate of eighteen percent (18%) per annum, or the highest interest rate permitted by law, if greater than eighteen percent (18%) may be added at the discretion of the Board of Trustees.

b. At any time after an assessment or an installment thereof levied pursuant hereto remains unpaid for thirty (30) days after the same has become due and payable, a notice will be sent. If the amount remains unpaid for sixty (60) days after the same has become due and payable the owner/owners name may be turned over to a collection agency. If the amount remains unpaid for ninety (90) days after the same has become due and payable, a Certificate of Lien for the entire unpaid balance of such assessment, together with the cost of collection thereof, attorneys' fees, and interest on the entire unpaid balance of such assessment at the rate set forth hereinabove may be filed with the Recorder of Williams County, Ohio, pursuant to authorization given by the Board of Trustees. Such Certificate shall contain a description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment, and shall be signed by the President or other officers designated for such purpose by the Board of Trustees.

(Amended 11-16-11)

c. The lien provided for herein shall remain valid for a period of five (5) years from the date of the filing of the aforementioned Certificate of Lien, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged

by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided.

d. Except as to first mortgages as provided hereinafter, the lien referred to herein and the rights of the Association as provided herein shall not in any way be affected, abridged or impaired by the conveyance of the Lot to which such lien applies, but such rights shall continue as against the parties to whom such Lot is conveyed as provided hereinabove.

e. The Association, as authorized by the Board of Trustees, may bring an action at law against the member or members obligated to pay the assessments referred to herein, or an action to foreclose the lien referred to hereinabove, or both. In any such foreclosure action, the member or members affected shall be required to pay a reasonable rental to the Association for that Lot during the pendency of such action, and the Association shall be entitled to become a purchaser at the foreclosure. In any such action, interest and costs of such action shall be added to the amount of any such assessment, to the extent permitted by the laws of the State of Ohio.

f. No member of the Association may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Facilities, or by abandonment of such member's Lot.

g. Any member who believes that an assessment chargeable to such member's Lot, for which a Certificate of Lien has been filed by the Association, has been improperly charged against that Lot may bring an action in the Court of Common Pleas of Williams County, Ohio, for the discharge of such lien. In any such action, if it is finally determined that all or a portion of such assessment has been improperly charged to such Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

6. Subordination of the Lien to the First Mortgages. The lien of the assessments provided for herein (but not a Certificate of Lien as provided hereinabove) shall be subject and subordinate to the lien of any duly executed and recorded first mortgage, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in such mortgage, or by foreclosure of the mortgage, or by deed, or by deed in lieu of foreclosure, and any purchaser at a foreclosure sale shall take the property free of any claims for unpaid assessments or charges against the said Lot (except those referred to in a Certificate of Lien) which are attributable to the period prior to the time such holder or purchaser took title to such Lot.

7. Local Government Assessments. In the event any governmental body should, in connection with a sewer, water, street, street lighting, or sidewalk improvement, or

similar improvement or maintenance program or other governmental action, levy an assessment against all or any part of the Common Facilities of the Association, those assessments shall be shared among all Lots, and if the same is paid by the Association, the same shall forthwith upon such payment be assessed by the Association among all Lots in the same proportions as annual operating assessments as otherwise provided hereinabove.

8. Certificate Regarding Assessment. The Association shall, upon demand, and for a reasonable charge, at the discretion of the Board of Trustees, furnish a certificate signed by an officer of the Association setting forth whether the assessments as to a specified Lot have been paid and, if such assessments have not been paid, the amount so unpaid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

9. Effective Date and Method of Payment of Annual and Special Assessments.

a. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created by the Board of Trustees in accordance with the By-Laws of the Association, and if written notice of the amount thereof is sent by the Board of Trustees to the member of the Association subject thereto at least thirty (30) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments as provided hereinafter, written notice mailed or delivered to a member's Lot shall constitute notice to that member, unless the member has delivered written notice to the Board of Trustees of a different address for such notice, in which event the mailing of the same to that last designated address shall constitute notice to the member.

b. Method of payment.

1. Each assessment created pursuant hereto shall be due in full on the effective date thereof, provided, however, that unless otherwise provided by the Board of Trustees, such assessment shall be paid in twelve (12) equal monthly installments, with each installment being due on the first day of each calendar month.

2. If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be paid into the reserve fund and shall in no event be deemed to be profits, nor available, except on dissolution of the Association, for distribution to members. However, if the Board of Trustees should determine that the retention of any assessments collected in excess of ordinary

and necessary expenses would subject any proceeds to taxation, the Board of Trustees, in its discretion, may refund all or any portion of such excess among the members owning those Lots at the time of such distribution in the same proportions as the same were made with respect to the Lots of those members. Alternatively, any such excess may be applied by the Board of Trustees so as to reduce the assessments next falling due.

## ARTICLE 12

### Regulations for New Buildings (amended May,2000)

The Association shall make and enforce certain regulations for new buildings within the Lake Seneca Subdivision. Any property owner seeking approval of a floor plan from the Building Committee prior to construction, in accordance to deed restrictions, shall be required to sign an affidavit that the following regulations will be adhered to:

Section 1. All culverts and other changes to the ditches along said owner's property must be approved by the Building Committee (compliance with Deed Restriction # 7).

Section 2. Any boat dock will be approved by the Building Committee prior to construction or will be removed at owner's expense (compliance with Deed Restriction # 6).

Section 3. The building elevation shall be established prior to construction to allow for proper drainage to the lake, away from said building, and not onto roadways.

Section 4. All electrical wiring shall be in conformance to the national wiring and line codes those restrictions placed thereon by the State of Ohio and Williams County, Ohio;

(Amended by membership May, 2000) There will be a \$50.00 non-refundable building permit fee plus a \$450.00 deposit needed at the time of permit application. The \$450.00 deposit will be refunded if all the rules and regulations as well as the deed restrictions are followed. No damage may occur to any Lake Seneca property or equipment during construction time. If any damage does occur, the cost of repairs will be taken from the deposit, or if an additional amount of damage occurs, the applicant will be assessed.

Section 5. (Amended by membership May, 1995) All plumbing drains, drain vents, etc., shall conform to national, state and local codes, and the main house to the septic tank run shall be at least a four (4) inch pipe with a minimum forty (40) psi rating.

ARTICLE 13

Winter Lake Level

(Amended July, 2000, at a special meeting)

The level of the water in Lake Seneca shall be maintained at the normal pool level with the exception of the need to lower the level in case of emergency or required maintenance.

In all cases, when there is a planned lowering of the lake level, the membership will receive advance notification in order that shoreline repair can be planned on individual waterfronts.

\_\_\_\_\_  
Wayne Yoder, President

Date: \_\_\_\_\_

\_\_\_\_\_  
William D. Thatcher, Secretary

Date: \_\_\_\_\_