

Cinnamon Lake Association, Inc. 1443 Laurel Dr. West Salem OH 44287 419-945-2521 www.cinnamon-lake.com info@cinnamon-lake.com

> General Information Rules, Policies, Forms

> > Handbook Version 2.0 January 30, 2021

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WELCOME AND INTRODUCTION

Welcome to Cinnamon Lake. Our community is a beautiful, quiet, restful, relaxing community that offers natural beauty year-round. We have many attractions and things for everyone to enjoy.

Cinnamon Lake was established in 1970 by Avland Developers, a lake community developer. Ownership was transferred to the Association. Cinnamon Lake Association, Inc. is a private recreational community located in the farthest northeastern corner of Ashland County. Having 1,724 about lots (divided into six units), with approximately 543 homes, which are mostly permanent residences. The subdivision is a total of 883 acres, with 350 acres of common areas. The average lot size is 10,000 feet or ¹/₄ of an acre (70' x 150'). Cinnamon Lake's watershed is the origination of the Muddy Fork Creek. The lake is 135 acres with six miles of shoreline stocked with many varieties of fish. The lake depth ranges anywhere from 2 feet to approximately 29 feet. Only electric motors are permitted to be used on the lake, with a maximum of 5 hp.

Operational funds are provided by the annual dues and assessments billed for each lot. They are used for the normal upkeep of the Association's property such as the 17 miles of roads, lake, lodge, tennis and basketball courts, beaches, pavilions, docking areas, picnic areas, common areas, campground, office and maintenance. They also provide the labor costs for the administration, maintenance, front gate, recreational and general operating expenses.

A three to seven-person Board of Directors governs Cinnamon Lake, which are volunteer positions, elected by the membership. A number of full time and part time personnel are employed to take care of the daily operations of the subdivision. By acceptance of a deed to property in Cinnamon Lake, owners must conform to the Declarations, By-Laws and this Handbook. Cinnamon Lake also regulates its own building code.

LORCO provides the community with its sewer service. Rural Lorain Water Authority provides the water service. All lot owners pay an availability fee each quarter, and the homeowners pay additional flat fees and usage fees each quarter.

Our objective is to preserve, maintain and enhance Cinnamon Lake as a very special place to live. In order to accomplish this objective, we have developed this Handbook of Information, Responsibilities, Rules and Regulations that pertains to the standards for this Association. This Handbook does not replace our legal documents of the Declaration, Bylaws, and Amendments. It is simply a more organized presentation of information in an easy-to-read format. Therefore, if there is an inadvertent discrepancy between what is expressed in the Handbook and the legal documents, the legal documents will govern. We ask that you keep the rules handy and refer to them whenever necessary. If something should arise that is not covered herein, you may contact either the Office at 419-945-2521 or a member of the Board of Directors for assistance.

These rules are intended to augment, not replace the Amended and restated Declaration of Covenants, Conditions, and Restrictions of Cinnamon Lake Association, Inc. and Bylaws, which are recorded with the Ashland County Recorder. Owners should receive a copy of the Declarations, Bylaws and rules from the seller at the time of purchase. If you do not have a copy of the Declarations and Bylaws, you may obtain it from the Office for a nominal fee. We may add, delete and revise guidelines from time to time to update the rules, current information and procedures. Our Covenants and this Handbook of Information, Responsibilities, Rules and Regulations define the standard of living that members may expect from our community environment; however, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion with them. Neighbors talking with each other, in non-threatening ways, may be able to achieve quicker results in a friendlier manner. Our documents are our foundation, but community spirit lies within the hand of each member.

This Handbook contains common sense rules and information that take into consideration the health, safety, comfort, and general welfare of all members of Cinnamon Lake. The Board of Directors, in setting down these rules, has not presumed to cover every possible situation; rather, these rules cover major areas where problems could occur. We hope you will find them reasonable and will cooperate by upholding them. Preserving the appearance and increasing the value of our property is a goal to be shared by all.

The Board of Directors is given the authority to promulgate and enforce these Rules by the Articles of Incorporation and Bylaws of Cinnamon Lake Association, Inc. The Board, on behalf of the Association, employs people to maintain the gates, office, maintenance, and seasonal operations.

We are a self-contained Homeowners Association within the county of Ashland Ohio. We enjoy the luxury of owning our own homes and having a gated community. It is important to remember that, while we own our property there are certain restrictions regarding the community and the surrounding Common Areas.

We hope these rules and regulations guide you in enjoying your time living in Cinnamon Lake. They are designed to protect the rights of all members.

Cinnamon Lake utilizes the services of the Ashland County Sheriff, Polk, Jackson Fire Department and. West Salem Post Office provides the mail service. Here are a few other important phone numbers.

UTILITY PROVIDERS:

Electric – Ohio Edison 1-800-633-4766 Phone – Frontier 1-800-921-8101 Cable – Time Warner 1-877-904-8527 Water – Rural Lorain Water – 1-800-842-1339 Sewer – LORCO – 440-647-4882 Consumer Gas Co-Op – 330-682-4144 Mail Service – West Salem Post Office – 419-853-4023 Ashland Co. Sheriff-(non-emergency)-419-289-3911

CHANNELS OF COMMUNICATION:

The Board of Directors consists of 5 to 7 individuals who are members and are elected by their fellow members. Board members serve their term without compensation and are responsible for making the decisions affecting our property and community. Decisions concerning the property are made during the Board's regular meetings.

In between regular Board meetings, the Association depends on the employees to carry out the Board's decisions and handle all communications by and between the Association's members, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Office. All requests must be in writing on the required form.

RESPONSIBILITIES OF THE ASSOCIATION:

The Association reasonably maintains the common areas, roads, restrooms, lodge, tennis court, basketball court, beach, docks, pool, pavilions, campground, and any other buildings and areas owned by the Association, mowing of all common areas, snowplowing, the gate house and gate systems. It is our goal to complete maintenance and repairs promptly. However, many factors may affect the maintenance and repair schedule, such as weather and budget priorities.

Members may not give work instructions to any Association employee directly. All service requests must be submitted to the Office and appropriate work orders need to be filled out. This is not intended to reduce or refuse service but as an administrative procedure to ensure that all authorized work is properly preformed.

MEMBER'S MAINTENANCE RESPONSIBILITIES:

Members are required to maintain, repair or replace any and all structures on their lot. This includes but is not limited to interior and exterior maintenance, such as lawn mowing, landscaping and general upkeep of all structures. Any drainage or culverts on a member's lot shall be maintained by the member. All members are to comply with the Declarations, Bylaws and this Handbook.

SECTION I RULES AND REGULATIONS

VIOLATIONS POLICY

A. MEMBER RESPONSIBILITY FOR COMPLIANCE WITH THESE RULES.

1. Each member is responsible for compliance with the Policies, and Rules and Regulations ("Rules"). Members are responsible for family members, guests, and contractor's compliance with these Rules. The ultimate responsibility for the payment of any fines assessed for a violation of these Rules rests with the responsible member. Failure to pay fines within the time period provided may result in interest and late charges being assessed against the responsible member, small claims filing and, ultimately, a lien being filed against any lot(s) owned by that member, or other personal property owned. Any legal fees incurred will also be the responsibility of the member.

2. As a condition of being issued a building permit, members shall sign an agreement accepting responsibility for the contractors' and subcontractors' compliance with these Rules and agreeing to pay any fines assessed against any of those persons.

3. Vendors, suppliers and other persons conducting business within the subdivision are likewise responsible for complying with these Rules and the payment of any fines levied hereunder. Such persons may be prohibited from entering any portion of the subdivision for so long as they fail to pay any fines imposed.

B. RULES AND REGULATIONS ENFORCEMENT POLICY

1. NOTICE OF RULES INFRACTION. A written warning or citation, as the case may be, will be promptly delivered or mailed to the responsible member or offender.

2. The member shall be responsible for any violation of the Declaration, Bylaws or Rules by the owner, guests, or the occupants, including tenants, of his/her unit.

3. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.

4. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible member's account.

5. In addition to any other action and in accordance with the rule or regulation infraction procedure outlined below, actual damages and or an enforcement assessment per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board against any member in violation.

6. FINE AMOUNTS. Fines are listed under each respective category.

C. PAYMENT OF FINES.

The full amount of the fine indicated on any citation must be paid to the Cinnamon Lake Office within thirty (30) days of the issuance of the citation, unless the member files a written request for hearing with the Cinnamon Lake Association Board within ten (10) days of the citation's issuance. If a fine is not paid within thirty (30) days from the date of issuance or the date on which any hearing outcome with respect to the citation is determined, whichever date is later, a late fee shall be added to the fine. The amount of the late fee shall be fifty percent (50%) of the original fine or \$25.00, whichever amount is greater. In addition, for any Rules violation which is continuing in nature, the Board may assess an additional \$50.00 fine for each week that the violation continues after the date by which the violation was originally to have occurred. All membership privileges will be suspended until payment in full is made.

D. UNSPECIFIED FINES.

Wherever the Rules do not establish specified level of fines, the fine shall be FIFTY DOLLARS (\$50.00) for the first violation and ONE HUNDRED DOLLARS (\$100.00) for each violation thereafter.

E. ELEVATED FINES.

The Board of Directors may, within its sole discretion, impose a higher fine than the amount expressly provided herein for Rules violations whenever the Board determines:

1. That due to the offender's reckless, wanton or negligent behavior or other aggravated circumstances, the health, safety and welfare of other persons or property were placed in imminent danger; or

2. The offender or responsible member has repeatedly been cited for violations of any one or more of these Rules thereby indicating that such person is engaged in a pattern of behavior not consistent with that expected of members and their family members, guests and contractors.

F. GENERAL VIOLATIONS

Violation of any other rules or regulations approved by the Association's Board of Directors and not specified herein above may have PENALTY imposed.

1st Offense: The individual(s) will receive citations where a fine of FIFTY DOLLARS (\$50.00) may be levied for each violation.

 2^{nd} Offense: The individual(s) will receive citations where a fine of ONE HUNDRED DOLLARS (\$100.00) may be levied for each violation.

Subsequent Offenses: The individual(s) may be directed to appear before the Board of Directors of the Association where final determination of a fine and other possible PENALTY will be made.

G. MEMBER'S RIGHT TO A HEARING

If the citation is contested, the member must deliver to the offices of Cinnamon Lake Association, Inc., within (10) ten days of the citation's issuance, a written "Request for a Hearing" notice, or the hearing shall be automatically dismissed and the fine considered to be final.

If the citation is contested, the member shall be required to follow the hearing process as set forth by the Board of Directors. Additionally, the member will be required to appear before the Board.

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I. VEHICLE ANY LICENSED VEHICLE OR OTHER MOTORIZED VEHICLE, (OMV)

A. SPEEDING

No member, Associate member, or guest shall operate any vehicle, whether designed for road use or off-road use, wheeled or track laying, shall exceed the adopted and recognized speed limit of any of Cinnamon Lake Association property, roads, streets or cul-de-sacs

PENALTY

 1^{st} Offense: Individual will receive a warning or citation at the option of the officer. If a citation is issued; a fine of SEVENTY-FIVE DOLLARS (\$75.00) will be levied.

Subsequent Offenses. Individual will receive a citation and may be directed to appear before the Board of Directors of the Association where a final determination will be made for a penalty to be imposed.

B. VEHICLE NOISE

No member, associate member or guest when they are the operator of any vehicle whether designed for road use or off-road use, wheeled or track laying shall create a nuisance, due to stereo systems, mufflers, etc.

1st Offense: Individual will receive a warning.

Subsequent Offenses; Individual will receive citations where a fine of FIFTY DOLLARS (\$50.00) for each violation. If circumstances warrant, the matter may be referred to the Ashland County Sheriff's Department for further action by that agency.

C. RECKLESS OPERATION/ROLLING STOPS

No member, associate member or guest shall operate any vehicle in a reckless or unsafe manner on any Cinnamon Lake Association roads, streets or cul-de-sacs or on any other Association property or any members' private property. No member, associate member or guest shall make a rolling stop at a stop sign within the Cinnamon Lake Subdivision.

PENALTY

1st Offense: Individuals will receive a citation where a fine of SEVENTY-FIVE DOLLARS (\$75.00) will be levied and can be assessed for property damages.

2nd Offense: Individual will receive a citation where a fine of ONE HUNDRED FIFTY DOLLARS (\$150.00) will be levied and can be assessed for property damages.

Subsequent Offenses: Individual will receive a citation and be directed to appear before the Board of Directors of the Association where final determination will be made for PENALTY to be imposed.

D. UNLICENSED VEHICLES

Failure of a member or associate member of Cinnamon Lake Association. Inc. to have current/valid license plate and registration from the BMV, for ALL vehicles within Cinnamon Lake Association property or member's private property.

PENALTY

1st Offense: Individual will be advised of the violation and directed to obtain the proper license plate and registration immediately. Refusal of the individual to comply within thirty (30) days will result in a citation and will be treated as a 2nd offense.

 2^{nd} Offense: Individual will receive a citation where a fine of ONE HUNDRED DOLLARS (\$100.00) may be levied for each violation.

Subsequent Offenses: Individual may be directed to appear before the Board of Directors of the Association where a final determination will be made for PENALTY to be imposed.

E. UNLICENSED DRIVER

No member, associate member or guest shall operate ANY motorized vehicle on any Cinnamon Lake Association road, parking area or CLA owned property, (whether designed for road use or off-road use, wheeled or track laying) if not properly licensed by a government agency. The operator must have a valid license and license endorsements.

PENALTY

1st Offense: Individual will receive a citation where a fine of FIFTY DOLLARS (\$50.00) will be levied.

Subsequent Offenses: Individual will receive a citation and may be directed to appear before the Board of Directors of the Association where final determination of a fine and other possible penalty will be made. In addition, the individual will be reported to the Ashland County Sheriff's Department for further law enforcement.

F. ILLEGAL VEHICLE PARKING

No member, associate member or guest shall park any vehicle on any Cinnamon Lake Association property, including the roads, greenbelt areas, facility parking areas, etc. for an excessive period of time. No vehicles may be parked or placed in a position where it is blocking the flow of traffic or permitted to park for an excessive period of time on any road or right-of-way. Vehicles may not be parked on another member's property without permission from that member. No vehicles are to be kept on vacant lots or parked in space other than residential driveway or garage.

PENALTY

1st Offense: Individual will be advised of the violation and directed to move vehicle. Refusal of the individual to comply within a reasonable amount of time, will result in a citation and the refusal will be treated as a 2nd offense.

 2^{nd} Offense: Individual will receive a citation where a fine of FIFTY DOLLARS (\$50.00) may be levied for each violation and/or the Association has the right to have such vehicle towed and impounded at the expense of that member/owner.

Subsequent Offenses: Individual may be directed to appear before the Board of Directors of the Association where a final determination will be made for further PENALTY to be imposed.

II. FACILITIES/PRIVILEGES/PROPERTY VIOLATIONS

A. VANDALISM/DAMAGE/LITTERING

No member, associate member, or guest shall destroy, deface or litter property of a member of the Association or any Association property within the Subdivision.

PENALTY

1st Offense: The individual(s) will receive citations where a fine of ONE HUNDRED DOLLARS (\$100.00) may be levied for each violation and can be assessed for property damages. If circumstances warrant the matter may be turned over to the Ashland County Sheriff's Department for further action by that agency.

2nd Offense: The individual(s) will receive citations where a fine of TWO HUNDRED DOLLARS (\$200.00) may be levied for each violation and can be assessed for property damages. If circumstances warrant the matter may be turned over to the Ashland County Sheriff's Department for further action by that agency.

Subsequent Offenses: The individual(s) may be directed to appear before the Board of Directors of the Association where final determination of a fine and other possible penalty will be made. If circumstances warrant, the matter may be referred to the Ashland County Sheriff's Department for further action.

B. TRESPASSING

No member, associate member, or guest shall trespass on private property of a member or trespass or enter or use any building or facilities of Cinnamon Lake Association without proper authorization.

PENALTY

1st Offense: The individual(s) will receive a citation where a fine of FIFTY DOLLARS (\$50.00) may be levied for each violation. If circumstances warrant the matter may be turned over to the Ashland County Sheriff's Department for further action by that agency.

 2^{nd} Offense: The individual(s) will receive a citation where a fine of ONE HUNDRED DOLLARS (\$100.00) may be levied for each violation. If circumstances warrant the matter may be turned over to the Ashland County Sheriff's Department for further action by that agency.

Subsequent Offenses: The individual(s) may be directed to appear before the Board of Directors of the Association where final determination of a fine and other possible penalty will be made. If circumstances warrant, the matter may be referred to the Ashland County Sheriff's Department for further action by that agency.

C. IMPROPER USE/UNAUTHORIZED ACCESS (INCLUDING GUESTS)

Member or associate members must accompany guests when using any facility within the Cinnamon Lake Subdivision. Member must be present with guest at all times. If guest(s) are found using any facility or privilege without authorized owner present, owner will be held liable for violation of this policy. Key cards are for members only and are not to be used by guests. All guests must enter and register at the front gate. Members will be held responsible for allowing guest(s) to gain entrance to Cinnamon Lake by improper access. No member may use a key card to allow guest(s) or other members in or out of the gates.

PENALTY

1st Offense: The individual(s) will receive a citation for which a fine of FIFTY DOLLARS (\$50.00) may be levied for each violation. If circumstances warrant the matter may be turned over to the Ashland County Sheriff's Department for further action by that agency.

 2^{nd} Offense: The individual(s) will receive a citation for which a fine of ONE HUNDRED DOLLARS (\$100.00) may be levied for each violation. If circumstances warrant the matter may be turned over to the Ashland County Sheriff's Department for further actions by that agency.

Subsequent Offenses: The individual(s) may be directed to appear before the Board of Directors of the Association where final determination of a fine and other possible penalty will be made, including having all gate cards revoked in their possession. If circumstances warrant, the matter may be referred to the Ashland County Sheriff's Department for further action by that agency.

D. OBSTRUCTION OF ROADWAYS. WATERWAYS, ETC.

No roadway(s) or waterways within the subdivision shall be obstructed.

PENALTY

The individual will be directed to correct any obstruction immediately. Refusal of the individual to comply will result in a citation for which a fine of ONE HUNDRED DOLLARS (\$100.00) may be levied for each violation.

E. TRESPASSING ON DAM

No member, associate member or guest may trespass on dam.

PENALTY

1st Offense: The individuals will receive a citation where a fine of FIFTY DOLLARS (\$50.00) will be levied.

 2^{nd} Offense: The individual will receive a citation where a fine of ONE HUNDRED DOLLARS (\$100.00) will be levied.

Subsequent Offenses; The individual will receive a citation and may be directed to appear before the Board of Directors of the Association where final determination will be made for further PENALTY to be imposed.

F. ARCHITECTURAL POLICY

1. NO BUILDING PERMIT

No member, associate member or guest may construct or modify any structure without first obtaining an approved permit from Cinnamon Lake Association.

PENALTY

1st Offense: If work is started before a permit is secured or it is determined that work was completed without a permit, a fee of \$500 for new home or \$25 for all other improvements will be charged to the member. The fine is in addition to any building permit fee. In the case of a fine remaining unpaid for more than thirty days, a lien may be placed against the property and all access to amenities will be suspended. Late charges will accrue after thirty days.

2. NO INSPECTIONS

Any construction must be inspected as provided for in the Cinnamon Lake Architectural Guidelines. Owner will be responsible to see that the required inspections are requested as per the Architectural Guidelines. Any construction found in violation of not having the required inspection and additional work has continued making it impossible for the inspection to be done, will be subject to PENALTY and fines and the owner and builder will each be charged for such actions.

PENALTY

1st Offense: A fine of ONE HUNDRED DOLLARS (\$100.00) will be imposed to the member and builder for each inspection not requested, for work continued making it impossible for the inspection to be done by the Cinnamon Lake Environmental Control Committee, in addition to any re-inspection fees.

 2^{nd} Offense: Building permit will be suspended until the inspections are satisfied.

G. NO UNAUTHORIZED ACCESS INTO CINNAMON LAKE SUBDIVISION ONTO ANY LOT

No member. associate member, or guest may trespass or enter Cinnamon Lake Subdivision from any lot or Association owned property to gain access. All entries must be through an authorized entrance.

PENALTY

1st Offense: The individuals will receive a citation where a fine of ONE HUNDRED DOLLARS (\$100.00) will be levied and individual will be turned over to the Ashland County Sheriff's Department. Individual will also be responsible for payment of any damages to property.

Subsequent Offense: The individual will receive a citation where a fine of TWO HUNDRED DOLLARS (\$200.00) will be levied. Individual will be turned over to the Ashland County Sheriff's Department and Association and/or member may press charges. Individual will also be responsible for payment of any damages to property.

H. BURNING PERMITS

No member may, in violation of Ohio Environmental Protection Agency regulations or bans, burn any yard waste, trash and etc.

Campfires and/or ceremonial fires are permitted provided the member notifies the front gate.

PENALTY

1st Offense: The individuals will receive a citation where a fine of FIFTY DOLLARS (\$50.00) will be levied.

 2^{nd} Offense: The individual will receive a citation where a fine of ONE HUNDRED DOLLARS (\$100.00) will be levied.

Subsequent Offenses: The individual will receive a citation and may be directed to appear before the Board of Directors of the Association where final determination will be made for further PENALTY to be imposed.

I. REMOVAL OF TREES

No member, associate member or guest may remove any tree over 3" in diameter, regardless of condition, without having first obtained permission from the Environmental Control Committee.

PENALTY

1st Offense; The member will receive a citation where a fine of a minimum of FIVE HUNDRED DOLLARS \$500.00 PER TREE REMOVED will be levied. All work must stop until proper permission is received and fines have been paid.

Subsequent Offenses; The member will receive a citation where a fine of a minimum of ONE THOUSAND DOLLARS (\$1000.00) PER TREE REMOVED will be levied. All work must stop and individual must meet with the Board of Directors where a decision will be made of further action to be taken.

J. PROPANE TANK ENCLOSURE

The owner of any home with a propane tank must be concealed from an open view. Enclosure must meet the Environmental Control Committee approval.

PENALTY

The homeowner will receive a citation where a fine of FIFTY DOLLARS (\$50.00) will be levied. Owner will have thirty days to make correction to the violation. If after thirty days violation isn't corrected, additional daily charges will be incurred until correction is made.

K. GATE SYSTEM

No member, associate member, guest or other person shall lift any gate arm (except in an emergency) or damage any part of the system, as a result of improper use.

PENALTY

1st Offense: The individual(s) will receive a citation where a fine of ONE HUNDRED DOLLARS (\$100.00) and any costs for repairs will be levied. If circumstances warrant, the matter may be referred to the Ashland County Sheriff's Department for further action.

Subsequent Offenses: The individual(s) will receive a citation where a fine of TWO HUNDRED DOLLARS (\$200.00) and any costs for repairs will be levied. The matter may be turned over to the Ashland County Sheriff's Department for further action. In addition, the individual may be required to appear before the Board of Directors where a final determination will be made for further PENALTY to be imposed.

III. BOATS, WATERCRAFT

A. BOAT/WATERCRAFT IDENTIFICATION NUMBERS

Members or associate members are required to have a current/valid use permit of Cinnamon Lake Association for ALL boats/watercraft owned, stored, and being used in Cinnamon Lake. Owners of such boats are required under Ohio law to have a valid hull number and registration. If such information is available it must be provided to the Cinnamon Lake Association for boat identification procedures. Alternatively, the member shall provide an identification methodology such as HIN NUMBER, LOT number, or other unique identity which will be displayed on the boat and registered in the Association office.

PENALTY

1st Offense: The individual will receive a citation where a fine of ONE HUNDRED DOLLARS (\$100.00) will be levied.

Subsequent Offenses: The individual may be directed to appear before the Board of Directors of the Association where a final determination will be made for further PENALTY to be imposed.

B. DUMPING WASTE INTO LAKE

No member, associate member, guest or contractor shall dump or cause any waste or contaminant to enter into the water.

PENALTY

1st Offense: The individuals will receive a citation where a fine of ONE THOUSAND DOLLARS (\$1000.00) shall be levied.

Subsequent Offenses: The individual will receive a citation and may be directed to appear before the Board of Directors of the Association where final determination will be made for further PENALTY to be imposed.

C. UNAUTHORIZED DOCKING

No member, associate member or guest shall dock their boat/watercraft in an unauthorized area or in another members registered docking space.

PENALTY

1st Offense: The individual will be advised of the violation and directed to properly dock boat in authorized area immediately. Refusal to comply will result in a citation and the matter being treated as a 2nd offense.

2nd Offense: The individual will receive a citation where a fine of SEVENTY-FIVE DOLLARS (\$75.00) will be levied and boat/watercraft will be impounded at cost to member.

Subsequent Offenses: The individual may be directed to appear before the Board of Directors of the Association where a final determination will be made for further PENALTY to be imposed.

D. BOAT/WATERCRAFT IMPOUNDING/QUARANTINE

Any boat/watercraft brought into Cinnamon Lake must be quarantined for FOURTEEN (14) days at designated impound area before being permitted to be put into the lake or taken to residence.

PENALTY

The individual will receive a citation where a fine of TWO HUNDRED FIFTY DOLLARS (\$250.00) will be levied. Refusal to comply will result in the matter being turned over to the Board of Directors for further action.

E. ILLEGAL ACCESS OF BOATS/WATERCRAFT THROUGH BACK ENTRANCE

No boat/watercraft shall gain entrance to Cinnamon Lake Subdivision through the back entrance.

PENALTY

1st Offense: The individual will receive a citation and a fine of FIVE HUNDRED DOLLARS (\$500.00).

Subsequent Offenses: Individual will receive a citation and a fine of ONE THOUSAND DOLLARS (\$1,000.00). The individual will be required to turn in all gate cards within their household. If circumstances warrant, the matter may be turned over to the Ashland County Sheriff's Department for further action.

F. POWER OF MOTORS

No watercraft shall operate on the lake exceeding a total of 5HP or its equivalent.

PENALTY

1st Offense: The individual will receive a citation and a fine of FIVE HUNDRED DOLLARS (\$500.00) will be levied.

 2^{nd} Offense: The individual will receive a citation and a fine of ONE THOUSAND DOLLARS (\$1000.00) will be levied.

Subsequent Offenses: The individual will receive a citation and may be directed to appear before the Board of Directors of the Association. Boating privileges will be suspended until such appearance. The Board of

Directors will make the final determination of PENALTY to be imposed.

G. GASOLINE MOTORS

No internal combustion motors may be used on the lake without proper authorization

PENALTY

1st Offense: The individual will receive a citation and a fine of ONE THOUSAND DOLLARS (\$1000.00) will be levied.

2nd Offense: The individual will receive a citation and a fine of FIVE THOUSAND DOLLARS (\$5000.00) will be levied.

Subsequent Offenses: The individual will receive a citation and may be directed to appear before the Board of Directors of the Association. Boating privileges will be suspended until such appearance. The Board of Directors will make the final determination of PENALTY to be imposed.

IV. CAMPERS and CAMPING VEHICLES

A. DUMPING WASTE ON TO GROUND

No member, associate member or guest shall dump or continually leak any waste (commonly referred to as either gray or black water) or contaminant from a camper onto the ground.

A sewer hookup is provided for use at all camping pads.

PENALTY

1st Offense: The individuals will receive a citation where a fine of TWO HUNDRED DOLLARS (\$200.00) shall be levied.

2nd Offense: The individual will receive a citation where a fine of THREE HUNDRED DOLLARS (\$300.00) will be levied.

Subsequent Offenses: The individual will receive a citation and may be directed to appear before the Board of Directors of the Association where final determination will be made for further PENALTY to be imposed.

B. ILLEGAL ACCESS OF CAMPING VEHICLES THROUGH BACK ENTRANCE

No camping vehicles shall gain entrance to Cinnamon Lake Subdivision through the back entrance.

PENALTY

1st Offense: The individual will receive a citation and a fine of FIVE HUNDRED DOLLARS (\$500.00).

Subsequent Offenses: Individual will receive a citation and a fine of ONE THOUSAND DOLLARS (\$1,000.00). The individual will be required to turn in all gate cards within their household. If circumstances

warrant, the matter may be turned over to the Ashland County Sheriff's Department for further action.

V. NUISANCE

A. WEAPONS/FIREWORKS

No person being a member, associate member, guest or other party shall fire any weapon, gun rifle, shotgun, revolver, starter pistol, bow and arrow or any other type of firearm, whether loaded with blank or regular ammunition; let off any explosives of any kind, on Cinnamon Lake Association property, members private property or any other place within the boundaries of Cinnamon Lake, except by written permission of the Board of Directors.

PENALTY

1st Offense: The individual(s) or member responsible will receive a citation with a fine of ONE HUNDRED DOLLARS (\$100.00). If circumstances warrant, the matter will be turned over to the Ashland County Sheriff's Department.

2nd Offense: The individual(s) or member responsible will receive a citation with a fine of TWO HUNDRED DOLLARS (\$200.00). If circumstances warrant, the matter will be turned over to the Ashland County Sheriff's Department.

Subsequent Offenses: The individual(s) responsible or member may be directed to appear before the Board of Directors of the Association where final determination will be made for further PENALTY to be imposed.

B. PETS

Dogs, cats, or other domestic animals or fowl shall not be permitted to run at large on any Cinnamon Lake road, on any property owned by Cinnamon Lake or on any lots belonging to other members. Whenever such animals enter upon Cinnamon Lake roads, they must be under the control of the member or animal owner by means of securely attached leash so as to prevent such animal from becoming or creating a nuisance or danger to other members, their families or guests. Clean up from pets is necessary along roads and on lots or when at any facility. Owner's must not permit pet waste to accumulate or become a nuisance. Property owners shall not keep or harbor an animal which howls, barks or emits other audible sounds in an unreasonably loud or disturbing manner, and which is of such a character, intensity or duration as to disturb the peace and quiet of his neighbors.

PENALTY

1st Offense: The individual(s) will receive citations where a fine of FIFTY DOLLARS (\$50.00) may be levied for each citation. If circumstances warrant the matter may be turned over to the Ashland County Humane Center for further action by that agency.

 2^{nd} Offense: The individual(s) will receive citations where a fine of ONE HUNDRED DOLLARS (\$100.00) may be levied for each citation. If circumstances warrant the matter may be turned over to the Ashland County Humane Center for further action by that agency.

Subsequent Offenses: The individual may be directed to appear before the Board of Directors of the Association where a final determination of a fine and other possible penalty will be made.

C. JUNK/GARBAGE

No member, associate member or guest shall leave garbage or junk out for longer than a seventy-two (72) hour period in sight of other members or guests.

PENALTY

1st Offense: The individual will receive a notice of the violation and have seventy-two (72) hours to correct said violation. If after seventy-two (72) hours, individual will be considered to have refused to comply. Refusal to comply will result in it being considered a second offense.

Subsequent Offenses: The individual will receive a citation and a fine of ONE HUNDRED DOLLARS (\$100.00) per citation and individual must immediately correct said violation. For each day violation continues, and additional fine of FIFTY DOLLARS (\$50.00) per day until said violation is corrected.

D. COMPACTOR USE

Compactor is for household trash only. No large items (such as televisions, mattresses, tires, bikes, furniture, building materials, etc.) may be put into compactor.

DISPOSAL OF TIRES, PAINT AND PAINT THINNERS, AIR CONDITIONERS, DEHUMIDIFIERS, YARD WASTE, BRUSH, LEAVES, OIL, FLAMMABLE LIQUIDS SUCH AS GASOLINE, KEROSENE CHARCOAL LIGHTER FLUID AND ETC, ANIMAL OR HUMAN WASTE, APPLIANCES SUCH AS WASHERS, DRYERS, STOVES, CHARCOAL GRILLS AND ETC, HAZARDOUS OR TOXIC WASTE, BATTERIES, AEROSOL CANS, AND ALL ELECTRONICS IS EXPRESSLY FORBIDDEN.

Cinnamon Lake Association, Inc has the right and obligation to change this listing, with or without notice to members, to remain in compliance of all Ohio Revised Code, Ohio Environmental Protection Agencies, landfill operator, and county and township directives and laws.

PENALTY

1st Offense: The individual(s) or member responsible will receive a citation with a fine of ONE HUNDRED DOLLARS (\$100.00).

2nd Offense: The individual(s) or member responsible will receive a citation with a fine of ONE HUNDRED FIFTY DOLLARS (\$150.00).

Subsequent Offenses: The responsible member may be directed to appear before the Board of Directors where a final determination will be made on PENALTY to be imposed.

E. DUMPSTER USE

The dumpster(s) located at the office area is for use by residents only. Trash and/or Articles generated other than within Cinnamon Lake may not be disposed using this container.

DISPOSAL OF TIRES, PAINT AND PAINT THINNERS, AIR CONDITIONERS, DEHUMIDIFIERS, YARD WASTE, BRUSH, LEAVES, OIL, FLAMMABLE LIQUIDS SUCH AS GASOLINE, KEROSENE CHARCOAL LIGHTER FLUID AND ETC, ANIMAL OR HUMAN WASTE, APPLIANCES SUCH AS WASHERS, DRYERS, STOVES, CHARCOAL GRILLS AND ETC, HAZARDOUS OR TOXIC WASTE, BATTERIES, AND AEROSOL CANS IS EXPRESSLY FORBIDDEN.

Cinnamon Lake Association, Inc has the right and obligation to change this listing, with or without notice to members, to remain in compliance of all Ohio Revised Code, Ohio Environmental Protection Agencies, landfill operator, and county and township directives and laws.

PENALTY

1st Offense: The individual(s) or member responsible will receive a citation with a fine of ONE HUNDRED DOLLARS (\$100.00).

2nd Offense: The individual(s) or member responsible will receive a citation with a fine of ONE HUNDRED FIFTY DOLLARS (\$150.00).

Subsequent Offenses: The responsible member may be directed to appear before the Board of Directors where a final determination will be made on PENALTY to be imposed.

F. NOISE

No member, associate member or guest shall create unreasonably loud or disturbing noise, which disturbs the peace and quiet of the surrounding neighborhood.

PENALTY

1st Offense: The individual(s) will receive a notice of the violation and instructed to correct said violation immediately. Refusal to comply will result in a citation to be issued and considered a 2nd offense.

2nd Offense: The individual(s) will receive a citation and a fine of FIFTY DOLLARS (\$50.00) will be levied in addition, the Ashland County Sheriff's Department will be contacted for further action.

Subsequent Offenses: The individual(s) will be directed to appear before the Board of Directors where a final determination will be made for further PENALTY to be imposed.

G. ABANDONED PROPERTY

The Cinnamon Lake Association shall have the right to pursue under law and subsequently move, remove, destroy or dispose of any vehicles, campers, watercraft or other personal property, which in the opinion of the Environmental Control Committee, is either abandoned, junked or disabled, or, in the case of motor vehicles or watercraft, not registered with the Association.

PENALTY

1st Offense: The member where said abandoned property is located will receive notice of such violation and be given thirty (30) days to remove said property. Refusal to comply will be considered a 2nd offense.

2nd Offense: The member will receive a citation and a fine of FIFTY DOLLARS (\$50.00) will be levied. In addition, the Association will move, remove, destroy or dispose of said violation and the cost shall be the responsibility of the member whose property is involved or who caused or permitted such property to be located within the Cinnamon Lake Subdivision.

H PROFANITY/LEWD BEHAVIOR

No profanity or lewd behavior of any sort will be tolerated at any facility or towards any CLA employee, Board member or Committee member of the Cinnamon Lake Association.

PENALTY

1st Offense: The individual will be advised of the violation and directed to cease such profanity or lewd behavior immediately. Refusal of the individual to comply will result in a citation and the matter being treated as a 2nd offense. If individual is under the age of eighteen (18) their parents or guardian will be contacted to report violation.

 2^{nd} Offense: The individual will receive a citation where a fine of FIFTY DOLLARS (\$50.00) will be levied for each citation. If individual is under the age of eighteen (18), their parents or guardian will be contacted to report violation. Parents or guardian will ultimately be responsible for any fines levied against under age individual found in violation.

Subsequent Offenses: The individual will be directed to appear before the Board of Directors of the Association where a final determination will be made for further PENALTY to be imposed.

I. CURFEW

No children of members, associate members or guests shall be out on the common property of Cinnamon Lake after stated curfew hours. Exceptions are events chaperoned by adult (over 21) Cinnamon Lake members or by parents or guardians or when in the company of adult Cinnamon Lake members or parent/guardian.

Curfew for children under 16 years of age is 11:00 p.m. to 6:00 a.m.

PENALTY

1st Offense: Individual(s) will receive a warning of violation and instructed to return home to parents/guardian.

2nd Offense: Individual(s) will receive a citation and instructed to return home to parents/guardian. A FIFTY DOLLARS (\$50.00) fine per child will be issued to property owner and/or parents/guardian. If circumstance warrant, individual will be turned over the Ashland County Sheriff's Department for further action.

Subsequent Offenses: The responsible member will be directed to appear before the Board of Directors where a final determination will be made for further PENALTY to be imposed.

J. SMOKING (in "No Smoking" areas)

No member, associate member, or guest shall smoke in a "No Smoking" area at any of the Cinnamon Lake amenities/facilities. All Cinnamon Lake Association amenities/facilities are considered NON-SMOKING.

PENALTY

1st Offense: Individual will be advised of violation and asked to immediately dispose of smoking material and/or go to a designated smoking area.

2nd Offense: Individual will receive a citation and a fine of FIFTY DOLLARS (\$50.00) per violation.

Subsequent Offenses: Individual may be directed to appear before the Board of Directors where a final determination will be made for further PENALTY to be imposed.

SECTION II PROCEDURES AND POLICIES

New Member Initiation Fee Rule:

Approved Feb. 2019 Amended Mar, 2019, Oct, 2020

A New Member Initiation Fee equal to \$750.00, pursuant to conditions 1, 2, 3 and 4 below, shall be assessed and charged per new membership or fractional interest transfer thereof to a "New Member," as hereinafter defined, payable at the time of the Board of Director's approval of the transfer and of the New Member, which if not immediately paid (and said transfer continues in abrogation of this Rule) said fee shall constitute a lien against the Lot thus transferred and which fee also is enforceable as a personal obligation of the new property owners as an additional Association assessment. Said fee shall be determined in accordance with the following guidelines:

- 1. The term "New Member" shall refer to a person or organization named as a grantee in the transfer document, who is not a current Association Member at that time. However, it shall not include persons or organizations who have been Members within the previous twelve (12) months and terminated their membership in Good Standing. If such persons or organizations were a member within the previous 12 months, that persons or organizations would be responsible for paying the HOA fees (The prorated amount for one-year of Dues, Assessments and any additional Assessments or \$750.00, whichever is less.) from the previous closing date to the new date of transfer.
- 2. Also, provided further, that a spouse or acknowledged "life partner" of a current Member shall not be deemed to be a New Member for the purposes of the Initiation Fee herein
- 3. If Persons or an entity takes ownership to a lot, and one or more beneficial owners of such entity are not, at that time, members of the Association, then such Persons or entity shall be deemed to be a New Member.
- 4. A reallocation of ownership interests among existing owners of a Lot shall not create a New Member.
- 5. In all other instances, the Board of Trustees shall have the authority to interpret the meaning of the term, "New Member" in such a manner as to reach a fair, equitable and consistent result.

Revised: 10/12/2020

Gate Card Deactivation Policy:

Any account(s) with a past due balance of 30 days or more will have their gate card(s) deactivated until the balance(s) are paid in full. It will be up to the discretion of the Manager to reactivate the gate card(s).

The Cinnamon Lake Association Board has voted to apply a \$15.00 reactivation fee per card. This fee applies to cards that have been deactivated due to non-payment. This fee will have to be paid <u>before</u> the card will be reactivated.

If your card has been deactivated due to past due balances, you need to enter through the "GUEST LANE" at the front gate. Do not use the owners gate and expect the gate attendants to "Just open the gate" because you make a hand jester to them. Or if you do not have any gate cards, you need to enter through the "GUEST LANE". If you try to use the "Owner Lane" without a valid card, you will have to back up and re-enter through the "Guest Lane".

OTHER MOTORIZED VEHICLE Policy:

Effective Oct 12, 2020

Other Motorized Vehicle (OMV) is defined as any motorized vehicle not licensed through the DMV that is intended to be driven on any CLA road, parking lot or owner's lot. Typical vehicles include (ATV's, motorcycles, mini bikes, Razors, snowmobiles, golf carts, etc.)

Members or associate members are required to register and have a current/valid yearly use permit of Cinnamon Lake Association for ALL OMV's owned, stored, and being used within Cinnamon Lake.

No guest is permitted to bring any OMV into Cinnamon Lake.

Any OMV brought into Cinnamon Lake by a member or associate member, must be registered prior to its operation within Cinnamon Lake.

OMV's can be used on the roads within Cinnamon Lake as a mode of transportation as long as all members and their guests adhere to the following rules:

- All OMV's must be registered with Cinnamon Lake. A unique registration sticker must be purchased along with an annual use sticker. These stickers along with the member's unit and lot number must be clearly visible on the vehicle, front or rear. (Unit and lot number is your four-digit address.) The unit and lot number should be no less than 3" numbers.
- The 25-mph speed limit must be observed at all times. In addition, no member, associate member or guest may operate an OMV in an unsafe manner.
- Driver must have a current motor vehicle driver's license. No underage drivers are permitted to drive other motorized vehicles on Cinnamon Lake roads.
- Other Motorized Vehicles are permitted to be driven only on member's private property or Cinnamon Lake roads. No one may operate an OMV on private property without written permission from the owner. No OMV's are permitted on any Cinnamon Lake Green Belt areas.
- Members will be responsible for any guest driving the member's other motorized vehicle.
- Failure to comply with any of the rules will result in a violation letter and a fine.

Lowering the lake level for winter:

On or after the first Monday in November of each year, maintenance will start the process of dropping the lake level for the winter. Maintenance will follow all EPA guidelines during this time. Once the lake level is lowered at least 4 to 5 feet, the valve will be closed. Maintenance will monitor the lake level and reopen the value if needed. All boats are to be removed from the lake by November 1st of each year.

Open Top Dumpster:

Revised: 1/2020

There is a \$15.00 charge to use the dumpster unless you have any free dumpster incentives.

- 1) Any remodeling projects require the home owner to have their own dumpster. (Roofs, decks, interior and exterior, etc.) The dumpster is **not** for remodeling projects or contractors.
- 2) Place all scrap metal objects on the trailer beside the dumpster, not on the ground. Do not put any metal in the trash dumpster or trash on the scrap metal trailer.
- 3) No tires, paints, dead animals, wood, concrete blocks, bricks, stone, metal, trees, branches or grass clippings are to be put in the dumpster. Empty or dried out paint cans are permitted to be put in the dumpster.
- 4) No oil of any kind should be put in the dumpster. Used oil may be put in the drum by the maintenance garage.

All people are required to stop at the office for approval prior to using either the trash dumpster or scrap metal trailer.

All metal material is to go on the scrap metal trailer. Please <u>do not</u> leave anything on the ground. Maintenance can assist with large items if they are in the maintenance area.

Cinnamon Lake Open Carry Policy

Cinnamon Lake Buildings, Pool, Recreation Areas, Walking Trail and all Green Spaces are considered Firearm & Weapon Free as per Ohio Revised Code ¶2923.126. Signs shall be posted at all facilities and green spaces.

Approved on 8/10/2020

The current CCRs, enacted in 2007, state: "No signs or advertisements shall be displayed or placed on any plot or structure in the Development without the prior written approval of the Environmental Control Committee. <u>No business advertisements of any kind shall be permitted</u>." (Page 5 of the CCRs.)

Signs are any type of public notice that gives information, direction or instruction. This includes banners, standards (i.e. flags), or a publicly displayed board or placard bearing information or advertisement. An advertisement is any notice given in a manner designed to attract public attention by any means whatsoever.

The Cinnamon Lake Association Board, after legal consultation, has developed the following policy guidance. The Environmental Control Committee is the approving authority for signs. Members may place signs only with the <u>prior</u> written approval of the Environmental Control Committee. The Environmental Control Committee may approve non-business-related signs within the size and placement restrictions in the CCRs. Political election campaign or political issue/initiative signage, to include flags, may be approved but only for the period of two weeks prior to an election and one week after an election. Any type of sign that promotes a business is considered an advertisement and cannot be approved.

CINNAMON LAKE SEASONAL RENTALS

Revised: 4/2020

Seasonal Rentals include Campgrounds, Docks and Storage

General Rules

- 1. The Office can inform members if rentals are available.
- 2. Rentals are available to members in good standing only.
- 3. Any rental liabilities are the responsibility of the renter.
- 4. If no rental space is available a waiting list will be kept and maintained at the office.
- 5. Waiting lists will be organized by the date of contact/request.
- 6. When a rental becomes available, it will be granted on a first come first serve basis according to the waiting list.
- 7. All rental agreements are generally non-transferable. If a member wishes to include the remainder of their seasonal rental with the sale of their property, they must make the buyer aware that they are to register with the office. Their rental ONLY includes the time its prepaid for. After this period expires, the rental space will go to the next member on the waiting list for assignment, unless there are available rental spaces.

There are additional rules and guidelines for each Seasonal Rental located on the pages below.

| Campgrounds | Page 32 |
|--------------------------|---------|
| Camper Registration Form | Page 76 |
| Dock Rentals | Page 35 |
| Storage Form | Page 96 |

Campground Rental Program:

For members in good standing only and their families. Member must be present in Cinnamon Lake at all times

Camp-site Rules

- A. Limit of one seasonal rate campsite per lot owned,
- B. Renter must be at least 21 years old,
- C. Check in time is 2 pm. at the Front Gate,
- D. Check out time is 12 noon at the Front Gate,
- E. Check out after 12 noon or check in before 2 pm. is an extra \$10.

Daily, seasonal and storage rental fees are determined annually. All rentals may be scheduled and paid for at the Office (419-945-2521) or the front gate (419-945-2382).

Special Notice

Quiet time is 11pm – 7am

<u>No trespassing or camping on the dam.</u> Trespassing or camping on the dam is subject to a \$50 fine (per CC&R's). Any further violation will result in the revocation of camping permits.

Campground Usage, Rules & Regulations:

- 1. A camping permit is required. Permits are issued on a first come basis. There are two (2) types of camping permits.
 - a. Daily
 - b. Seasonal-(6 months) if a seasonal campsite is vacated during the season, member must notify the office and specify return date. The Association reserves the right to rent out the campsite on a daily basis until the member returns.
- 2. Permits are issued to MEMBERS ONLY. Guests may camp if space is available. However, MEMBERS must sign for the permit, must be "on-site" (on Cinnamon Lake property) and are responsible for the guest's conduct and actions while using the campsite.
- 3. There are two areas for camping: one for trailers and one for tents. Make sure you register for the proper section.
- 4. Equipment, vehicles, etc. must occupy only the assigned campsite while the permit is in effect.
- 5. Campers are to stop and check out at the Front Gate upon expiration of permit.
- 6. Quiet hours are from 11:00 PM until 7:00 AM. Please be considerate!
- 7. Trailers must be kept on wheels and strictly mobile at all times with the hitch facing the camp-site entrance. Optional tie-downs (excluding flies and awnings) may be used at the camper's discretion upon written approval of their location from the office. Under no circumstances will Cinnamon Lake Association or the Management be held responsible for the effectiveness, suitability or design of the tie-down system. Member will also assume all responsibility for any damage or destruction to the tie-down system due to removal for non-payment of fees or in an emergency situation.
- 8. Additions to trailers or campsites are strictly prohibited. Flies or awnings are permitted if quickly removable. Portable platforms are permissible up to a maximum of 8'long and may not exceed the length of the trailer. The platform must be constructed in a fashion such that no individual piece exceeds 4' wide x 8' long in size.
- 9. Radio, television or other types of antennas must be part of the trailer or securely fastened to the trailer.
- 10. Utility Hook-ups ELECTRIC-use only the electric outlets provided on your assigned campsite. Connections to other power supplies or trailers are not permitted. Use only the wire grounded weatherproof cable with a 3-prong plug in connecting to the outlet. UNDER NO CIRCUMSTANCE SHALL ANYONE TAMPER WITH OR ALTER THE ELECTRICAL SERVICE BOX. CRIMINAL CHARGES MAY BE FILED THE EVENT OF TAMPERING.

-WATER-connections must be leak free and have a rating of 100PSI and RVA approved. The supply valve must be shut off when trailer is unattended.

-SEWER- donut seals must be used when connecting to the sewer connection. Grey and black water must be contained in an RVA approved container and emptied into the dump station at the upper campground.

VIOLATIONS OF ANY OF THE ABOVE UTILITY HOOKUPS WILL IMMEDIATELY VOID YOUR PERMIT!

- 11. Restrooms are provided for your comfort and enjoyment and are to be used in a reasonable manner.
 - c. The outside spigots are not be used for car washing or dish washing.
 - d. No fish cleaning in or around the restrooms.
 - e. No dish washing in or around the restrooms.
- 8. STORAGE Two storage areas are permitted.
 - A. Under the trailer storage is permitted and must be covered with lattice work or similar attractive materials.
 - B. One 4' x 4' x 4' box may be used in addition to under trailer storage and must be located behind the trailer.

No Other Storage Is Permitted

- 13. Fires- All fires must be contained in a fire ring and must be a reasonable distance from the trailer or tent. All fires must be extinguished when unattended.
- 14. Air Conditioners Shall not be operated if camper is unoccupied for a long period of time.
- 15. No permanent landscaping or physical improvements of any kind shall be permitted.
- 16. All campers are responsible for mowing their own camp site.
- 17. All campers are responsible for taking their trash out. Once the camping fee has been paid contact the office for the seasonal dumpster code. This code is NOT to be given out to anyone in any way. It is for your camper campsite only. This trash code is only to be used for trash you accumulate during your time camping. NO outside trash shall be permitted or brought into Cinnamon Lake.
- 18. No boats or trailers are permitted to be parked at the campground.
- 19. No trailers/campers may be rented to members or non-members.
- 20. All trailers/campers must display the member's lot number on the side of the camper facing the street.
- 21. Emergency Phone A dial out only phone is located at the shower house for emergency use.

CINNAMON LAKE ASSOCIATION, INC. hereby reserves the right to enforce the above rules and regulations in their entirety. The ASSOCIATION reserves the right to remove any and all property on any campsite and revoke permits with or without notice for failure to pay appropriate fees or for violation of any or all of the above. The ASSOCIATION will not be responsible for any damage that may occur as a result of this enforcement action.

Boat Dock Rental Program

For members only and their families.

Boat Dock Rules

- 1. Docks may be rented by members in good standing only.
- 2. Docks are rented on a seasonal basis.
- 3. The season for dock rental is from April 15th to October 15th.
- 4. The seasonal dock rental rate is determined annually.
- 5. The dock area decking shall be kept free of any property.
- 6. Boats and equipment must occupy only the assigned dock space.
- 7. Dock at your own risk, Cinnamon Lake Association will not be responsible for lost, missing, or damaged items.
- 8. Billing for dock rental is March 1st and is due in 30 days. If not paid by the due date, your dock space will be relinquished and will become subject to members on the waiting list.
- 9. If a member wishes to change their dock location, they may indicate their wishes to the office with their payment. After the payment due date has passed, if dock spaces are relinquished or returned, the office will review requests for dock changes with space availability.

CINNAMON LAKE ASSOCIATION, INC. hereby reserves the right to enforce the above rules and regulations in their entirety. The ASSOCIATION reserves the right to remove any and all property at a dock and revoke permits with or without notice for failure to pay appropriate fees or for violation of any or all the above. The ASSOCIATION will not be responsible for any damage that may occur as a result of this enforcement action.

Home Storage for Trailers:

Approved 10/2005, Revised: 5/2019

Storage of trailers is permitted on home or empty lot sites as long as they are parked in an area in back or beside the home. (The front of the house is defined as the area between the house and the road.) In the instance of a vacant lot, they must be at least thirty feet from the road.

Guest Policy:

Revised: 5/2019

- 1. Property owners and renters must register in person or by phone all guests, deliveries, workers, and service persons at the security office. If by phone, property owner should give his/her telephone number and address.
- 2. Property owners should submit to front gate a list of drivers for ten or more cars.
- 3. All property owners and renters are directly responsible for their guest's conduct and must be on site at all times a guest is present.
- 4. CLA members or renters not in good standing are denied the use of any CLA facility and amenity, which also applies to any of their guests

- 5. Front gate will permit entry to CL guests who intend to look at real estate in accordance with established security procedures.
- 6. Property owners and renters in good standing can reserve, through the Office, the Lodge, Beach #1 pavilion, Lodge pavilion, and Picnic area at Beach #4 for guest entertainment. Check with the Office well in advance of your gathering for details regarding reservations.

Swimming Pool Rules and Regulations:

Revised: 5/2019

The Lifeguard on duty must be obeyed, without question.

1. Swimmers must shower before entering the pool.

2. No one under the age of 14 will be permitted in the pool area without being under the direct supervision of a parent, or other responsible person over the age of 18 unless they pass a swim test administered by a lifeguard. In the latter case, the "responsible person over the age of 18" will present to the Lifeguard written acknowledgment of this which has been signed by the younger persons parent or legal guardian.

3. Children using/wearing flotation devices must be under direct adult supervision. These adults must be in the water when the child is in the water.

4. Patrons using the pool wearing a diaper, **must** wear "swimmer's diaper" to prevent contamination of the pool. (These may be available for sale at the "snack bar".)

5. Non-swimmers or persons unable to swim should stay in the shallow end of the pool. Persons using the deep end of the pool will be asked to pass a "C. L. A. Swimmers Test" to demonstrate their ability. (See above for definition of C. L. A. Swimmers Test)

6. All patrons are cautioned: Aquatic activities have, by their nature, some degree of risk of injury involved. Patrons who used the C. L. A. pool facilities must accept this risk and will not hold C. L. A. staff responsible for any injury/emergency.

"Swimmers use these C. L. A. aquatic facilities at their own risk."

- 7. No running, "horseplay", or other "rough-house" is permitted anywhere in the pool area.
- 8. "Dunking", "horseplay", or "tossing" of individuals in the pool is strictly forbidden.
- 9. Obnoxious or rowdy behavior will not be tolerated at any time.
- 10. Persons with open sores, infectious injuries or diseases will not be allowed in the pool area.
- 11. There will be absolutely NO DIVING into the pool from the deck.
- 12. Glass, Metal or hard plastic toys/containers are not permitted in the pool area.
- 13. Use of foul language is not permitted anywhere in the C. L. A. lodge/pool area.
- 14. No hanging on the lifelines in the pool.

15. No large inflatable "toys" are allowed in the pool.

16. Failure to obey any of the above rules can be reason for removal from the pool area. Second or third infractions of these rules can result in legal actions.

Pool Use Policy:

Revised: 5/2019

Cinnamon Lake lot owners who are "In good standing" with the Cinnamon Lake Association, may use the pool at any time the pool is Open for Business.

Each and every person entering the pool facility will be asked to "register", full name, address, and telephone number.

All others must be sponsored by an adult, lot owner who is "In good standing" with the Cinnamon Lake Association. This means they must be signed in at the pool by the lot owner, and must pay a guest fee for using the pool facility.

A guest fee will be charged per person, per day.

Reduced price guest passes are available in blocks of six at the office or at the pool gate, when the pool is in operation. They must be purchased by, the lot owner.

The guest pass must be presented by the Lot Owner at the time of entry.

Dog House-Kennel-Run Policy:

Effective Sep, 2007

- 1) Maximum size (total area of any and all runs) not to exceed 15% of home area.
- 2) Limited to chain link fence or other Environmental Control Committee approved fencing.
- 3) Must be located in rear portion of property and is subject to existing setback and clearance requirements.
- 4) Plans must be submitted to The Environmental Control Committee prior to erection and will be subject to inspection.
- 5) Dog Houses are limited to maximum area of eight (8) square feet and must be substantially built and painted to match the existing structure. Stand-alone dog houses are subject to existing setback and clearance requirements and subject to Environmental Control approval.

Home Business Policy:

Revised Mar, 2005

In order to keep with the intentions of the CCR's, the Cinnamon Lake Board of Directors adopts the following guidelines to maintain a community that is "residential in character".

CCR, section 4, article A, "In General. No obnoxious or offensive activities shall be carried on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development."

Be it resolved that:

- 1.) Any Business use shall be conducted by the Member occupants with no employees.
- 2.) Such business shall be conducted entirely within the dwelling and not in a separate accessory building.
- 3.) The business shall not occupy more than twenty-five percent of the building foundation area.
- 4.) Dwelling usage shall not constitute primary or incidental storage facilities for commercial or agricultural activities conducted elsewhere.
- 5.) No activity indicative of the business and that is not a normal residential activity shall be visible from any Cinnamon Lake street or adjacent properties.
- 6.) All materials, goods or equipment (excluding business vehicle) of the business shall be stored in a permanent structure.
- 7.) There shall be no signs erected indicating the business.
- 8.) The business shall comply with all local, State, and National codes pertaining to such activities and shall not generate noise, odor, fumes or smoke, which would depreciate the neighborhood.
- 9.) No business shall use the residential dumpsters located within Cinnamon Lake for business waste.

Lot Returns Policy:

Revised: 5/2019

Objective: To provide a method to transfer lots back to Cinnamon Lake. Lot owners may return their lot(s) to Cinnamon Lake on an individual basis only at the approval of the Board. To facilitate this transaction the following criteria must be met.

- 1. A letter of intent must be sent to the board of directors explaining the reason(s) the owner has to return a lot.
- 2. Association dues and assessments must be paid in full. Plus 1 year of fees paid in advance.
- 3. Utility fees and charges must be paid in full. Plus 1 year of fees paid in advance
- 4. Ashland County property taxes must be current. Plus, an additional two (2) years paid.
- 5. There shall be no outstanding liens on the property.

- 6. A title search will be required to verify a clear title. Any expense related to the title search will be the owner's responsibility.
- 7. The owner must provide proof they have listed the lot for sale for at least 1 year.
- 8. Once these items are completed, a follow up letter must be sent to the Board by the lot owner accompanied with the documentation of the above. The Board will vote to approve or disapprove the lot return within 21 days or by the next scheduled meeting.

CINNAMON LAKE ASSOCIATION SPEC HOME POLICY

Revised: Dec, 2020

If a lot is purchased to construct a home with no intent to occupy as a full or part time resident, but rather to market for sale, this constitutes the building of a spec home.

The building of a spec home within the Cinnamon Lake Association carries with it, additional obligations that must be agreed to upfront or fines will be assessed to member.

Any improved property owned for less than one year prior to marketing for sale will fall under this policy.

The purchaser of property must agree to abide by and to be bound by all aspects of the rules as specified within the Declaration of Covenants, Conditions and Restrictions of Cinnamon Lake, as amended, the By-Laws thereof, as amended, the Rules and Regulations thereof, as amended, and the Architectural Guidelines of Cinnamon Lake Association, as amended (the foregoing collectively being referred to herein as the "CLA Documents".

Restriction on Construction of Model Homes. "No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house unless prior written permission to do so shall have been first obtained from the Association. The Association Board of Directors reserves the right to approve the construction of speculative homes in conjunction with the sale of Association owned lots."

Any property intended to be used for a spec home, must complete the attached agreement form and remit applicable fees to the Cinnamon Lake Association business office within 10 business days of the completed property purchase.

The Property owner shall be responsible for any damage caused to Association owned property, and any unpaid Association fines or charges.

All membership voting rights are reserved for the property owners. All monies owed to Cinnamon Lake Association, must be paid in full by Jan. 31, and July 31 of each year.

Election Committee:

Objective: To provide a slate of nominees for election to the Cinnamon Lake Association and election committee vacancies at the annual meeting.

Members: Consists of two (2) **Directors** appointed by Board and six (6) Association **Members**, elected at the annual meeting or appointed by the Board and One (1) **Referee**.

Directors Duties:

- 1. Serve as chairman and co-chairman
- 2. Acquire from the board in January the following dates.
 - a. Annual meeting date
 - b. Date of record
 - c. Application deadline date
 - d. Date for mailing applications to membership
 - e. Date for mailing ballots to membership
 - f. Deadline date for returning ballots to referee.
- 3. Publish above dates in the February issue of The Thymes Newspaper, along with the number of Association and Utility Directors to be elected.
- 4. Schedule meetings of committee
- 5. Coordinate duties and responsibilities of committee members
- 6. Coordinate balloting process with referee

Association Members Duties:

- 1. Coordinate the balloting process with the referee.
- 2. Review the application of director, suggest changes if necessary.
- 3. Review qualified applications for mailing to the membership.
- 4. Verify the correct dates and numbers for:
 - a. The notice of annual meeting of the members for the Association.
 - b. Reviewing the procedure for casting ballot
- 5. Insert 4a and 4b above, ballots, brown envelope (s) and return envelope to referee in white envelope prepared by office for mailing
- 6. On Friday morning prior to the annual meeting the members will report to designated place by the referee to cross check the returned referee envelope with the eligibility list. They will:
 - a. Remove the yellow envelopes from return envelope and place them in the box provided.
 - b. Save the referee envelope.
 - c. Open and record ballots.
 - d. Discard yellow envelope.
- 7. On Saturday morning prior to annual meeting the members will report to designated place by the referee and repeat procedures in (6) above then give the results to the referee.

DUTIES: REFEREE:

- 1. Receive mail-in ballots
- 2. Attend annual meeting.
- 3. Oversee envelope opening and ballot recording.
- 4. Assist in resolving questions regarding balloting.
- 5. Prepare final ballot summation sheet.
- 6. Report final ballot results to membership.
- 7. Prepare ballots for storage.

Counting Ballots

- 1. The counters sign the sign-up sheet.
- 2. The counters divide into teams of two (2).
- 3. Separate the returned WHITE envelopes into units and place them in the designated unit box(s), then count the returned unit envelopes and record on ballot totals sheet.
- 4. Each team is provided with:
 - a. The master eligible mailing list by lot number.
 - b. Total ballot sheets.
 - c. A red pen, letter opener and ruler.
- 5. The counters will cross reference the lot numbers on the white envelopes with the master eligibility list and make a red check mark on the master list if the envelope numbers correspond with the master list numbers. If the numbers do not correspond, do not make a red check mark but call the referee.
- The counters will open the white envelope to verify that the number of enclosed yellow envelopes corresponds with the number of ballots allowed. <u>DO NOT OPEN THE YELLOW ENVELOPES.</u> Make sure the yellow envelopes are sealed.
- 7. The counters will remove the yellow envelopes from the white envelopes and place them in the box provided.
- 8. The counters will put the white envelopes in the box provided. Each team must put rubber bands around their white envelopes.
- 9. The counters will take the yellow envelopes from the box and remove the ballots then discard the yellow envelopes in the box provided. NOTE: The yellow envelopes will be destroyed.
- 10. Each team member will tally the ballots on his/her tally sheet and put a check mark on the ballot after it is tallied.
- 11. The counters will paper clip every 20 tallies together and check tallies with their team member.
- 12. The counters will put a rubber band around the tallied ballots in groups of 20.
- 13. The total tally count on the team master's sheets must be the same totals as the team members sheets.
- 14. The counters will transfer the totals from the tally sheet to the ballot total sheet.
- 15. The team members must initial the ballot total sheet.
- 16. The counters will clip the ballots to ballot total sheets and turn the sheets into the ballot referee.

Policy for A Vote Tie Breaker (2020)

In the event that there are multiple candidates with the same number of votes for the same number of term years, the following policy will be used to break the tie.

Ask the candidates to decide which term years they want. In the event the candidates cannot agree, their name will be put in a drawing for the term years. The inspector of elections will draw the names for each term year.

CLA adopted on May 27, 2020 CLUA adopted on June 1, 2020

Mail House Postings:

Objective: In order to keep the bulletin board information current, announcements timely and advertisements readable the following guidelines are to be followed.

- 1. The locked bulletin boards and flier holders located in the mail houses are maintained by Cinnamon Lake.
- 2. The public bulletin boards located at the mail houses are for members to use to post events, items for sale etc.
- 3. All postings must be dated with the date posted and will be removed after 30 days or after the notice has expired.

911 Revised Motion

Revised: 5/2019

Objective: In order to assist emergency services, law enforcement and Association endeavors, the 911 signage rules must be followed.

Vacant Lots: Numbers are required for Cinnamon lake owned lots and those to be mowed by Cinnamon Lake maintenance. Numbers are to be minimum of 3 inches, white reflective on a green background. Signs can be purchased at any retailer they choose; however, signs will be available for purchase in the Association office. Signs are to be placed at the front edge of the lot, located an equal distance between the lot pins. It is recommended but not required, that all other vacant lots have a 911 sign for easier identification

Homeowners: Homeowners will be permitted to locate their sign at the front edge of the lot between the lot pin and the driveway edge at a location of their choosing. In lieu of a sign, house numbers may be placed on the street side of the house or other decorative identification method, as long as they meet the minimum 3-inch number size requirement and are visible from the street.

Dock Owners: All docks are required to have house numbers attached to their dock, visible from the lake. Number size must be a minimum of 3 inches.

Web-Site Guidelines:

Revised: 5/2019

www.cinnamon-lake.com

- A. This website is the official source of online information.
- B. All content additions or changes must be approved by the board or office manager.
- C. All content changes must be supplied in their native format or "pdf", "jpg" or "gif" format.

Open forum Guidelines for Board Meetings

The open forum will be held immediately after the Board meeting is adjourned.

Questions/comments/ideas may be made by:

- 1. Put up your hand and wait to be recognized.
- 2. Introduce yourself and give your address.
- 3. You are limited to 1-2 minute to state your question, idea or comment.

a. Further comments are out-of-order.

4. The President or acting Chair will respond. Comments from Board members are optional. No more than 5 questions/comments are allowed per subject.

Interjections/comments by an unrecognized member are **out of order and the member will receive a warning.**

If you do not comply:

You will be warned up to three times that you are out of order. On the third warning you will be told to leave the meeting. The meeting will be recessed and/or adjourned if you do not immediately leave the building. Further action will be considered.

We want to hear your voice and we ask that if you have questions, concerns, ideas, or comments for the board; contact a member by email or leave your information at the office before the first Tuesday of the month. The board can then discuss and/or act on your input during our workshop.

The Board meetings are for the Directors to conduct business. They are open for members to attend but not to participate. Member participation is only allowed if they are asked by the Directors.

Policy for Committee's reporting to the board:

Each board approved committee shall have a chairperson or representative.

This chairperson or representative will be required to give a report at the monthly board meetings. If the chairperson or representative cannot be present for the board meeting a written report shall be given to the board secretary or dropped off at the office for the board to read at the monthly meeting.

Fundraising Activities on Behalf of Cinnamon Lake

Background:

Cinnamon Lake Association, and its committees, are limited in the types of fundraising activities they can undertake. Cinnamon Lake cannot hold raffles with prizes requiring a purchase of a ticket as way of raising funds to perform their work. No 50/50 raffles are permitted and no fee may be charged to play Bingo to win prizes. The playing of any copyrighted media within Cinnamon Lake common areas is considered to be a public performance and is subject to applicable Copyright laws. Copyrighted material cannot be displayed

Approved Aug, 2019

Approved Aug, 2018

without written approval from the copyright owner or their agent. Recordings played at Cinnamon Lake Association activities requires written approval from the copyright owner or from a Collective Management Organization (CMO).

Board of Directors' Position:

Activities that committees can undertake as fundraisers include auctions, bake sales, dinners, cash donations, generally any activity that does not rely on any type of chance that requires the purchase of a ticket to take that chance. Committees may charge a price for a dinner that recoups at least the cost of the dinner. A bidding charge to attend an auction (as long as the item being auctioned has been purchased or donated) may also be charged.

The Board has the responsibility to protect the Association's IRS status and as such requests that any member or committee that is considering raising money on behalf of Cinnamon Lake make the Board aware prior to publicizing the activity.

Ideas/Projects Submitted for Board Consideration/Approval

Approved July, 2019

Background:

There are many good ideas presented in various ways that would improve our community. Each idea, however, requires the Board to study if it can be done, how it would affect members, and what would be the cost of implementing the idea.

Board of Directors/ Position:

To facilitate consideration of ideas, and hopeful implementation, the Board requests the following outline be used to present ideas for consideration:

- 1. Problem to be solved (with an explanation of why this is a problem).
- 2. Proposed solution (with an explanation of why this solution would solve the problem).
- 3. How members would be affected (both positively and negatively).
- 4. Execution (how the solution would be implemented or done).
- 5. Financial implications (how much will it cost to implement the idea as well as how much might it save or make money).
- 6. CLA and legal parameters (an explanation of how this would fit under existing CLA rules, what rules or policies might have to be changed, and any possible legal issues CLA might face).
- 7. Analysis of the proposal (what are the strengths of the proposal, the weaknesses of the proposal, what opportunities does the proposal provide, and what might cause the proposal not to work).
- 8. Expected outcome (if the proposal is implemented).

Cinnamon Lake Board of Directors Code of Conduct:

The Board of Directors of Cinnamon Lake has the responsibility and fiduciary duty to make decisions and conduct business for the entire Association. As leaders of the Association, the individual members of the Board are responsible for setting a professional tone and maintaining a high standard of ethical conduct that serves the best interest of the Community as a whole. Each Board member is expected to set aside any personal agenda, serve for the benefit of the entire Community and adhere to the following Code of Conduct.

- a. The Board will use its best efforts at all times to make decisions that are consistent with the Restrictive Covenants and Bylaws and to protect, maintain, and enhance the value of the Association Common Grounds and Property.
- b. The Board will conduct itself in a fair, reasonable and consistent manner that promotes the intent of the fiduciary duty with which the Board is charged.
- c. The Board will conduct itself in accordance with the Association's adopted policies disallowing discrimination against any person on the basis of race, color, religion, national origin or sex.
- d. Board members are expected to be familiar with ALL the community's legal documents-Covenants, Bylaws, Rules and Regulations, Policies and Guidelines-as well as State of Ohio Real Property Statutes, which govern the operation of the Association. Board members are expected to abide by all of these documents both as members of the Board and as property owners. Violations by members of the Board shall be treated consistent with violations by any owner and may also include a request for resignation from serving on the Board.
- e. Board meetings will be conducted in a professional and business-like manner. Personal attacks against property owners, Board members, staff, or guests are not consistent with the best interest of the Community and will not be tolerated.
- f. Any member of the Board, acting individually against decisions approved by the majority may not be covered by the Association's liability insurance and shall be subject to personal liability damages resulting from any claims filed by injured parties.
- g. Members of the Board shall not use their position on the Board for personal gain. No Board member shall willingly misrepresent facts for the sole purpose of advancing a personal cause or influencing the Community to advance a personal cause.
- h. The Board member so involved shall immediately disclose any perceived or potential conflict of interest regarding any aspect of the business operations of the Association.
- i. Confidentiality of all legal, contractual, personnel and management matters shall be maintained at all times by all members of the Board. This also includes confidentiality of the personal lives of members of the Board, staff and Association property owners.
- j. Board members shall not engage in defamation by any means, of any member of the Board, any staff member or any resident of the Community.
- k. Individual Board members shall not interfere with the daily activities of staff, so hired, or the actions of any contracted personnel/service. All communications with contractors are to go through the staff. All communications concerning other services rendered at the Community must go through the Board President and the Office Manager.

- 1. Business email is for business use. All company email is the company's property. That is, any email that is sent, received, created, or stored on a company's computer system may be viewed and even admissible in a legal case.
- m. All email and phone access will be eliminated 30 days after board term ends. Any stored email documents or voicemail messages can be retained for up to 6 months before being deleted from the system. Information can be retained for a longer period as required, if part of an active investigation.

Mowing Policy:

Approved May, 2020

The Declaration of Covenants, Conditions and Restrictions, Section 2, Paragraph G "...shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly. Specifically (i) "Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon." as well as other actions necessary to maintain property within the Cinnamon Lake community.

The upkeep, and specifically the mowing, of non-resident lots has been an irritant for many years. The inability to contact lot owners or those owners who are deceased or left us with no forwarding address or just do not pay, has contributed to the problem. Resident owners worry about the appearance of neighboring "vacant" lots and more specifically the effect of those lots on property values.

As a matter of policy, Cinnamon Lake Association will work with a local farmer, or other entity, under the authority of Declarations Section 2, paragraph H, subparagraph a, to mow and remove the mowed grass, at no cost to the Association. The grass the farmer is able to recover will be considered payment for the mowing. Mowing is expected to occur at least twice during the season, depending upon the weather. Lots that cannot be mowed, for safety or other reason, are still the responsibility of the owner. Owners will be notified if they fall into this category. Owners are always able to opt-out, but then must take independent action to maintain their lots per the requirements of the Declaration of Covenants, Conditions and Restrictions.

I. GENERAL POLICY

1.0

It is the intention of the Board of Directors of Cinnamon Lake Inc., that all actual expenses of a traveler on Association business are paid; it is further intended that no traveler make money on Association travel. Travelers are expected to request payment for reasonable and proper expenses only and should take advantage of every opportunity to reduce costs to the Association.

Travelers are accountable and have a fiduciary responsibility to the Association and its member owners. Travelers should provide receipts or supporting documentation for requested reimbursement.

2.0

When the Association reserves and pays

for any event and the participant later cancels for any reason other than mandatory work requirement, illness, injury, or death and the Association cannot obtain a full refund, the participant must reimburse the Association for the monies expended; other extenuating circumstances will be reviewed by the Board.

Failure of a volunteer to reimburse the Association expenditures paid, but not used, due to no attendance, for any reason except as noted above, will result in the volunteer being unable to travel.

II. MEALS

1.0

Only those meals pre-authorized by the Association Board of Directors are reimbursable.

III. TRAVEL TRANSPORTATION 1.0

The volunteer may elect either, but not both, the IRS established mileage reimbursement or the IRS permitted taxable deduction.

If the member elects the direct reimbursement, such reimbursement will be paid at IRS approved rates.

1.1

The use of a personal vehicle for Association business is acceptable.

1.2

Mileage accrued within the boundaries of the Association are not reimbursable.

1.3

Mileage exceeding 50 miles total are not reimbursable without pre-approval of the Board of Directors.

IV. COMPANIONS' POLICY FOR DIRECTORS & SUPERVISORY COMMITTEE CHAIRPERSON

1.0

Expenditures for companion transportation are not authorized.

V. CASH ADVANCE

1.0

Cash advances will not be authorized.

VI. TRAVEL VOUCHER

1.0

Travel vouchers must be competed and submitted to the Board Treasurer for approval within 30 days of return.

VII. TRAVEL RECEIPTS AND DOCUMENTATION

1.0

Requests for mileage reimbursement must include the destination address, reason for trip and mileage total.

1.1

Mileage calculation must use the 1443 Laurel Drive, West Salem address as both the start and end points.

Real Estate Registration Policy:

Revised: 2/2014, 1/2019, 5/2019

All real estate agents must register with Cinnamon Lake before they can enter the community. This is to ensure that all agents are aware of the current rules and regulations and all potential buyers are informed of these documents and information.

It will be up to the agent to notify all prospective buyers of the documents and information that can be viewed on our website: <u>www.cinnamon-lake.com</u> under the documents heading. A copy of the documents may be obtained in the office for a nominal fee.

Please complete the agent registration form and return it to the gate house. Also, the potential new buyer form must be filled out and returned to the Cinnamon Lake office prior to closing. No financial information will be provided for closing purposes without prior receipt of this form.

The homeowner owns the dwelling and contiguous properties in which he/she does not reside but rents, leases, or by land contract allow tenant of said dwelling and thus, becomes a Landlord. Non-contiguous undeveloped lots are not to be rented or leased, lots with homes that have contiguous lots are to be rented as one property with the dwelling.

It is the responsibility of the Homeowner/Landlord to discuss all documents such as the CC&R's, By-Laws, Rules and Regulations and Policies with the tenant, renter/lessee. Copies of the three documents can be provided by the office for a cost of \$5.00. The Homeowner/Landlord is required to inform the Office that his/her property is being rented /leased and to whom. All tenants, renters/lessee (paying or nonpaying) must be per-registered by the owner no less than seven (7) days prior to the date of occupancy/possession. Registration must be done in the Office during normal working hours. A one hundred and eighty dollar (\$180.00) annual fee will be charged for each rental. Payments are due January 31st of every calendar year. If the first year of occupancy is not a full year then, January thru June will be charged at the full year rate (\$180.00) and June thru December will be charged for a half year (\$90.00), then yearly at \$180 going forward. Occupants must be instructed to report to the Office to complete the Renter Registration Forms. The fee can be paid by either the Homeowner/Landlord or tenant.

Failure to comply will result in immediate denial of residency.

The Homeowner/Landlord of the single-family residence shall be responsible for any damage caused by the tenant, renter/lessee to Association owned property, any unpaid Association fines or charges. No Homeowner/Landlord shall be permitted to allow occupancy of any dwelling in Cinnamon Lake unless all assessments, dues & utility charges are paid in full by the owner. All monies owed to Cinnamon Lake Association, must be paid in full by Jan. 31, and July 31 of each year. All payments for any and all billings for the Association will be the responsibility of the homeowner. No billings will be put in the tenants, renters/lessee name. No payment agreements will be made through the Office with the tenant, renter/lessee or homeowner. All billings must be paid by the due dates.

In the event the dwelling is occupied and the Homeowner/Landlord is not current with the Association by Jan. 31, or July 31 of each year, the Homeowner/Landlord has two (2) weeks to pay the amount owed or the tenant, renter/lessee will be notified in writing with copy to Homeowner/Landlord that Homeowner/Landlord has two (2) weeks to pay the amount owed or tenant, renter/lessee will be denied access at the end of thirty (30) days.

All tenants, renters/lessee family members and guests who wish to use the pool or any other amenities where a fee is charged, will be charged like a regular member. All tenants, renters/lessee that were previously a member of Cinnamon Lake, but were a member <u>NOT</u> in good standing, will be permitted to rent/lease a home, but <u>ALL</u> member/associate member privileges will be suspended until such time their account has been paid in full.

All membership voting rights are reserved for the owners, no voting rights will be passed to renters/lessee.

No homeowner will be permitted to rent property or grant access to anyone who is in violation of Article XI, Prohibition of Sex Offenders, contained in the By-Laws of Cinnamon Lake Association, Inc.

Short-Term rental is defined as a rental of not more than 30 consecutive days. The homeowner owns the dwelling and property in which he/she rents all or part for a fee. To rent property at Cinnamon Lake, the homeowner must be a member in good standing. It is the responsibility of the Homeowner to discuss all documents such as the CC&R's, By-Laws, Rules and Regulations and Policies with the renter. Homeowner must provide a Copy of the three documents for reference by renters. Copies can be obtained from the office for a cost of \$10.00. The Homeowner is required to notify the Office indicating that his/her property is being rented and to whom.

Homeowners must Pre-register renters by completing the Short-Term Rental form no less than seven (7) days prior to the date of occupancy. Pre-registration must be done in the Office during normal working hours. A fee of \$10/day up to a max of \$50/stay will be charged for each rental. The fee must be paid by the Homeowner along with the completion of the Short-Term Rental Form. The fee and form are required before any renter is welcomed through Cinnamon Lake's front gate. **Renters must be instructed to report to the Office to complete the Short-Term Renter Registration Form.** (Renter will be given a temporary Trash code after completing the Renter Registration Form.)

Failure to comply with the above, will result in immediate denial of renter access to Cinnamon Lake.

The Homeowner of the single-family residence shall be responsible for any damage caused by the renter or guest to Association owned property, any unpaid Association fines or charges levied during their stay.

No Homeowner shall be permitted to rent out any dwelling in Cinnamon Lake unless all assessments, dues & utility charges are paid in full and the owner is a member in good standing. All payments for any and all billings, whether Association or Utilities, will be the responsibility of the homeowner. No billings will be put in the renter's name. No payment agreements will be made through the Office with the renter. All billings must be paid by the due dates.

In the event the dwelling is occupied by a renter and the Homeowner is not current with the Association by published due dates, the Homeowner has one (1) week to pay the amount owed plus late fee or the renter will be notified in writing with copy to Homeowner that Homeowner is behind on payments and the renter will be denied access at the end of ten (10) days.

Only Renters with stays greater than 21 days and less than 30 days will be permitted to bring in watercraft for use on the lake. The watercraft must be registered per the Boat Registration / Impound form and be placed in Quarantine immediately and remain there per required duration.

Any registered rentals of more than 7 consecutive days will have the option to utilize a temporary gate pass during their stay. Temporary gate passes must be obtained from Office and returned to Gatehouse at end of stay. A temporary gate pass form and fee will be required by Office prior to issuance. All renter family members and guests who wish to use the pool or any other amenities where a fee is charged, will be charged the visitor fee each time the pool or amenity is used. All renters that were previously members of Cinnamon Lake, but were a member <u>NOT</u> in good standing, will be permitted to rent a home, but <u>ALL</u> member/associate member privileges will be suspended until such time their account has been paid in full.

No homeowner will be permitted to rent property or grant access to anyone who is in violation of Article XI, Prohibition of Sex Offenders, contained in the By-Laws of Cinnamon Lake Association, Inc.

Payment Plan Policy and Guidelines:

Approved, Aug, 2011, Amended, Feb, 2012

Payment plans are **NOT** available for rented/leased homes, renters or any other property owned by a landlord.

Payment plans are **NOT** available for past due utility bills.

Payment plans are **NOT** available for members that have defaulted on previous payment plans

<u>A.</u> Payment plans for the most **CURRENT** invoices. These are invoices that have not reached the due date stated on the invoice.

A member will retain the privilege to use all of the common areas and to keep their gate cards active **IF** the following steps are followed:

- 1. Payment plans **MUST** be started **and** the first payment received in the month the **invoice is DUE**.
- 2. No payments can be missed.
- 3. Association invoices can be broken into no more than 4 payments.
- 4. Utility invoices can be broken into no more than 3 payments (quarterly billings only)
- 5. All applicable finance charges must be paid.

<u>B.</u> Payment plans for **PAST DUE** invoices. These would include any payment plan started **AFTER** the due date of an invoice. It would also include any payment plans ordered by the court or prompted by legal action taken by Cinnamon Lake.

Payment plans will be accepted for overdue accounts, but all privileges for the common areas and gate cards will be suspended. Once the balance, along with finance charges is paid in full, all privileges will be reinstated. Any reactivation fees will apply. The length and amount of the payment plan will be determined by the office with Board approval when necessary.

*Any agreements that are in effect for current payment plans will not be affected by these changes. Any **NEW** payment plans started after the approval of this policy will follow these guidelines.

Cinnamon Lake and the American Disabilities Act (ADA)

We are in compliance with all 7 criteria of the ADA definition of Private Clubs and Associations which reads: *Private Clubs and Associations under the American Disabilities Act (ADA) General Definition of a Private Club, Organization, Association, etc. A private facility that is managed by a NON-public group and does not allow public access.*

1. Members control the operation of the facility.

- 2. *Members select and control membership.*
- 3. Substantial Membership fees are levied on the Members.
- 4. The organization is a Not for Profit.
- 5. The facilities are not open to the public.
- 6. If the organization does not receive public funding.
- 7. The organization was not created to avoid compliance of the ADA.

Many organizations that meet the above criteria may hold events, such as fund raisers that are open to the public.

Non-Public organizations that meet the above criteria are exempt from the ADA under Title III of the American Disabilities Act.

This is Cinnamon Lakes Association understanding of the laws (It is not meant to be a legal decision). These understandings will guide our development in the future. Should improvements be made all efforts will be made to comply with the ADA rulings. Should documents be made available to us that changes our understanding we will meet those obligations.

NON-CINNAMON LAKE USED WATERCRAFT POLICY Approved, Apr, 2020

Any watercraft that is not going to be used in Cinnamon Lake must be registered with Cinnamon Lake as a non-use watercraft to avoid quarantine/impound requirements. The form must be filled out and submitted for approval to the office, prior to the boat arriving at the front gate.

Upon approval, a laminated registration card will be individually issued annually for each approved watercraft. In January of each year, previous registered watercraft owners will receive a form to return to the office renewing the non-Cinnamon Lake watercraft. Failure to renew a registration by April 1st of each year will result in cancellation of this privilege. This card MUST be shown to the gate attendant on duty to verify watercraft information. This card will be issued annually at no cost, but a replacement card will be assessed a \$5 charge.

All watercraft <u>MUST</u> arrive while a gate attendant is on duty and <u>MUST</u> stop at the gate.

Failure to follow this policy will result in the following fine assessments and actions:

| Failure to stop at the front gate to check in: | 1 st offense - \$200 2 nd offense - \$300 and immediate cancellation of non-quarantine/impound privilege |
|--|---|
| Washing of watercraft/trailer while in | |
| Cinnamon Lake: | 1 st offense - \$50 |
| | 2 nd offense - \$100 and immediate cancellation of non-quarantine/impound privilege. Member is responsible for any expenses incurred by CLA for contamination or damage to Cinnamon Lake. |
| Putting the watercraft in | |
| Cinnamon Lake: | 1 st offense - \$100 and immediate revocation of |
| | non-quarantine/impound privilege. Member is |
| | responsible for any expenses incurred by CLA |
| | for contamination or damage to Cinnamon Lake. |
| Failure to yearly renew registration | |
| by the due date on the form: | Cancellation of privilege. Watercraft will need to be |
| | quarantined/impounded each time it enters Cinnamon Lake. |
| | Registration can be re-applied for after one year. |
| Entering at the back gate with a | |
| Watercraft: | 1 st offense - \$500 fine and immediate cancellation of non- quarantine/impound privilege |

General Violations and Complaints

Cinnamon Lake Association Violations Enforcement Procedure:

- A) The member shall be responsible for any violation of the Declaration, Bylaws or Rules by the owner, guests, or the occupants, including tenants, of his/her unit.
- B) Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.
- C) All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible member's account.
- D) In addition to any other action and in accordance with the rule or regulation infraction procedure outlined below, actual damages and or an enforcement assessment of \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board against any member in violation.
- E) The following are the steps that should be followed when any rule or regulation infraction is identified.

Step 1: Friendly Written Warning

In some cases, the violation may be unintentional or the member is unaware of the rule. Helping the member to recognize the infraction in a non-confrontational format may encourage them to resolve it quickly and without further actions. This should be used for complaints from other members or minor first-time offenses.

The Board President or designated Board member will send a letter to document the violation. Generally containing the information stated below.

Step 2: Second Written Warning

If the violator fails to correct the situation by the date specified in the Friendly Written Warning, a second letter should follow reiterating the violation and the need for action. Generally containing the information stated below.

- New date to comply
- Fine amount if non-compliant

Step 3: Enforcement Notification

If the violator fails to correct the situation by the date specified in the Second Written Warning, a fines notification, which includes a description of the PENALTY being assessed, will be sent. The letter has a 10-day window to be returned (from date of letter) to request a hearing meeting. Generally containing the information stated below.

- Restatement of the violations
- Non-compliance statement
- Fine assessment 10-day window
- Request for hearing included

Requesting a hearing

To request a hearing, the member must mail or deliver a written "Request for a Hearing" notice which must be received by the office no later than the tenth day after the letter date. Member surrenders right to hearing if not received within 10 days. Fine stands.

If the member submits a timely request for a hearing, at least seven days prior to the hearing, the board shall provide the member with a written notice that includes the date, time and location of the hearing. If the member fails to make a timely request for hearing, the right to that hearing is waived, and the charge for damages and or an enforcement assessment will be immediately imposed.

At the hearing, the Board and alleged responsible member will have the right to present any evidence. This hearing and proof of hearing evidence or written notice to the member to abate action and intent to impose an enforcement assessment shall become a part of the hearing record. The member will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.

The Association may file a lien for an enforcement assessment and or damage charges which remains unpaid for more than ten (10) days.

Additional Information and Immediate Compliance Violations

Fines: All fines are assessed per violation and will be in the amount of \$50 for first offense, unless specified or determined willful or egregious. Fines normally double up to the third offense, or may be assessed a per day per violation charge for ongoing violations. It will proceed to the Board for further actions.

Gate card infractions will go directly to the "second written warning", and require immediate compliance. In the case of any property damage, a fine and/or repair charge may be assessed. Gate card deactivation will correspond with the delivery of the enforcement notification letter and may be instituted in repeat offenders or for possible breach of security.

Building permit issues or acts of vandalism will also go directly to the "second written warning", and require immediate action to be taken. In the case of any property damage, a fine and/or repair charge may be assessed.

OPTIONS:

The Board has the option to suspend a fine and grant a "probationary period" of up to two years if member meets with the board and an agreement is reached including:

- 1. Timeline and plan of action for repairs/clean up
- 2. No more violations of any type occur within the probationary period.

The Board can also consider a community service ruling and time frame to complete as an alternative or additive penalty.

The Board can request a hearing meeting with the violator at any point after an enforcement notification has been delivered, to help bring this issue to satisfactory conclusion. Failure to meet with the Board will result in a final notification letter being mailed, initiating legal actions.

Dangerous or Nuisance Violations

Rather than levying a fine or lien, the board is entitled to actually correct a violation so long as reasonable notice is provided in advance. For example, we can hire someone to remove an unapproved item or structure. This may be appropriate in the case of dangerous or nuisance violations. In most cases, 72 hours' notice is sufficient.

In cases where confrontation is likely, we can seek a court order granting the association access to the property to abate the violation. We would advise the Ashland County Sheriff's Office of our intentions to make them aware of the situation and provide the opportunity for them to be present.

The property owner is personally liable for the cost of the corrections and any costs incurred in their execution, including legal fees.

Additional PENALTY

If appropriate, we also have the right to limit or suspend the privileges of a member, their family and guests if the member is in violation of the rules, policies or bylaws. **Cinnamon Lake Association Complaint Handling Procedure:**

Member Against Member

- 1. First contact for member complaint must be to address the issue directly with their neighbor or law enforcement before a written complaint will be accepted.
- 2. A written complaint must be filled out and submitted to the office for consideration. It must include date and name with whom the complaint was discussed and outcome from the meeting.

D. Complaint against property maintenance

- The Environmental Committee will investigate to see if complaint is valid.
- If valid, the property owner will be sent a letter with a NOTICE TO CURE date to satisfy the items noted in the letter. Possible fines(s) and/or other remedies will be noted.
- Upon re-inspection, if the violation has not been rectified, another letter will be sent with the predetermined fines and/or other remedies.
- When a fine has been assessed, the member may be given yet another NOTICE TO CURE date. Increased fine amount and/or other remedies will be noted.
- Another re-inspection will take place. If the violations have not been satisfied, the predetermined fine will be assessed and a mandatory meeting with the board will be scheduled. The letter will contain the date and time that the member is to appear before the board.
- If the violation(s) continue after the hearing stipulations, accelerated fines may be assessed, and legal counsel may become involved. Any legal fees will be assessed to the property owner(s) account.
- Continued non-compliance and failure to pay fine assessments may result in additional collection procedures which may include additional liens and foreclosure.
- The Board of Directors maintains the right to determine the best course of action for the Association.
 - Letter #1 with completion dates and possible fines, etc.
 - Re-inspection compliant or not compliant is determined
 - Letter #2 new completion dates and fines noted in Letter #1 are assessed along with a "Request for Hearing" form. Accelerated fines are noted for a new completion date.
 - Re-inspection for compliance.
 - Letter #3 Fines are assessed and mandatory meeting with the board is scheduled.
 - If the member does not show up at the hearing, the matter may be turned over to legal counsel (at member's expense) or the board may determine a better course of action before turning over to legal counsel.

E. Complaint against member regarding noise, dogs, cats, etc.

- The property owner will be sent a letter stating the complaint, request to remedy, and a date to remedy.
- The complainant will be told that before any repeat complaints can be made, they will need to provide date and times, along with proof that the proper authorities (if applicable) were notified.
- If the property owner thinks that the complaint is not valid, they are welcome to respond in writing to be attached to the complaint.
- Should the Association receive another complaint regarding the same subject,
- The member will be sent a letter with an IMMEDIATE NOTICE TO CURE date to satisfy the items noted in the letter. Possible fines(s) and/or other remedies will be noted.
- A repeat complaint from the same party will require dates and times and proof of reporting (if applicable) to proceed with a fine assessment.
- When a fine has been assessed, a member has 10 days from the date of the letter to respond to the board, requesting a hearing and providing a short synopsis of why they feel the fine is not warranted.
- The board/office will respond with a letter of a hearing date. Any fines will remain on the member's account, but any actions from nonpayment will be suspended until the conclusion of the hearing.
- The member that made the complaint will also be required to meet with the board at the hearing. The member has the right to know who has made the complaint and to confront their accuser. If the complainant does not want to come, the fine will be removed along with original complaint.
- After the hearing, the board will make determinations as to the next reasonable step. Both parties will be notified as required.
- The Board of Directors maintains the right to determine the best course of action for the Association
- In the event that neighbors or members become embroiled in back-and-forth complaints, the board has the option to withdraw from the process and the parties will be encouraged to contact legal counsel or law enforcement as they see fit.
 - Letter #1 Friendly letter noting that a complaint has been filed. Violation is noted. Notice to cure date is given. If a different member makes the same complaint, the member is sent another friendly letter noting that yet another member has complained. Immediate notice to cure date is given.
 - Letter #2 If a member makes a second complaint, dates and times will be required for the letter. Immediate notice to cure date is given along with possible fines and remedies.
 - Letter #3 If a member makes another complaint regarding the same matter, (dates and times required) fines will be assessed, a "Request for Hearing" form is sent, accelerated fines will be noted.
 - Letter #4 A mandatory meeting with the board will be scheduled. Both parties should be present.
 - Letter #5 After the hearing, the Board will send a letter to both parties as to the determination of remedy.

SECTION III Architectural and Property Guidelines

Revised: 02/04, 03/06, 09/13, 09/15, 02/16, 04/17, 07/17, 09/17, 03/18, 01/19,3/19, 3/20, 6/20, 10/20, 12/20

Cinnamon Lake Association (CLA) uses the Ohio Residential Building Code as the basis for minimum home building requirements. A permit is required for all new construction, remodels, etc. Listed below are additional requirements for homes built within Cinnamon Lake.

- Construction activities between November 1st to April 1st, requires adherence to load weight reductions. (*See below for specifications)
- 1200 minimum sq. feet of living space and a minimum 14×20 garage up to a maximum 30×45 garage both attached and detached.
- Garage can have a max wall height of 16 foot with a roof pitch no greater than a 5/12. (this will enable covered storage of full-size RV)
- Only one detached garage and /or two single or double attached garages is permitted.
- All lots must have a professional survey showing elevations and benchmarks (topo) and a copy must be provided to the office before work is started.
- Down spouts to be installed and inspected before final grade. This includes new builds, additions, garages, pole barns attached or detached. (running to the ditch or lake)
- A sewer clean-out and back flow preventer must be installed on the line between the house and the street connection. The back-flow preventer will be supplied by the sewer company.
- Preapproval is required for any residential metal siding. (No vertical, corrugated or roof like metal siding will be permitted on a home.)
- No industrial buildings.
- No used structures or used building materials without prior Environmental Committee approval.
- Only one shed per lot is allowed.
- No metal sheds, fencing of property, car ports. (metal, plastic, canvas, etc.)
- No flat roofs.
- No modular or manufactured homes. Only homes stick built on site.

Pole Buildings: Only allowed with prior Environmental Committee approval.

- Use of Metal siding for detached Pole buildings requires sample review and preapproval.
- Requires concrete under the poles and a concrete floor.

Color Restrictions: (Helps blend in with natural environment)

- **Roofing:** Colors must be approved by the Environmental Committee (i.e. No white or bright colors).
- **Siding:** Colors must be approved by the Environmental Committee (i.e. No black or black-like, white or bright colors).
- **Trim:** Colors must be approved by the Environmental Committee. If color is other than white it must blend well with the natural surroundings of Cinnamon Lake.

Set Back Requirements:

- Front: 30 feet from road right of way. (Front lot pins)
- Side: Not less than 10 ft. from side lot line.
- Rear: 20 feet or 25% of lot depth. (whichever is **smaller**) ***Corner or lake lots are an exception***

The Environmental Committee may recommend to the Board of Directors reasonable variances or adjustments of these Restrictions where literal application thereof would result in unnecessary hardship. Any such variance or adjustment shall be granted in conformity with the general intent and purposes of these

Restrictions; and, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Development. The decision by the Board of Directors is final.

Apply: Application is to be made at the Office of Cinnamon Lake during regular business hours. (8:30am to 5pm)

*Weight Reduction:

<u>Nov. 1st thru April 1st</u> Single Axle=24,000 pounds Double Axle=36,000 pounds Multi Axle=48,000 pounds Semi-Trailer=48,000 pounds

APPLYING FOR AN ARCHITECTURAL PERMIT FOR A NEW HOME:

Your accounts with Cinnamon Lake must be current in order to apply for permits.

New home construction architectural permit fee: \$1,000.00

Checks for permit needs to be made payable to Cinnamon Lake Association, Inc. \$250.00 of new home construction permit fee is a security deposit for any damages to Association or private property and may be refunded after final occupancy requirements are met.

Sewer Tap in fee: Contact Rural Lorain County Wastewater District (LORCO) 440-647-4882

Water Tap in fee: Contact Rural Lorain County Water Authority (RLCWA) 1-800-842-1339

Natural Gas: Available in most areas, contact Consumers Gas 330-682-4144

Tree clearing to enable the building process must meet the following requirements to be considered for approval:

- 1) Building foot print must be shown on plot map.
- 2) Survey completed and presented to office.
- 3) Requires architectural permit and permit fee be paid.
- 4) All tree stumps must be removed or ground to level within permit time frame.

Side lot pins need to be located and marked with string. The house is to be staked out with proper setbacks. All driveways should be staked out and trees clearly marked for removal. A green 911 address sign will be placed on the lot and lakeside.

Paperwork to be included with application

- 1 set of construction drawings, to include:
 - \circ Foundation Plan
 - o Floor Plan
 - \circ 4 Elevations (Detached Garage 2 elevations)
 - Cross Sections
 - Location of downspouts, sewer and water lines, any culvert over 12 inches or drainage pipe, underground utilities including Geothermal indicated on plot map
- Professional lot survey of the property to include elevations and benchmark (horizontal control points)
- Color samples of roof & siding choices
- Bank (or loan) confirmation letter or \$5,000.00 building deposit
- Check made payable to Cinnamon Lake Association, Inc. for the architectural permit fee.

Pre-Construction Meeting: Meeting takes place after the plans have been reviewed. The Environmental Committee, the new owner and the builder are required to attend this meeting.

Zoning permit: Contact Jackson Township after Cinnamon Lake approves your application. Contact: Jackson Township Zoning, 831 Township Rd. 251-Polk, OH.

Permits are good for 6 months from the first day of digging. If extensions are necessary, two, three-month extensions are available for a charge of \$250.00 each. For any questions or concerns, please call the Cinnamon Lake Office at 419-945-2521

DURING THE BUILDING PROCESS

Association quiet time is 9:00pm to 7:00am. No contractors will be permitted to enter prior to 7:00am.

A construction drive is to be installed for heavy equipment prior to the start of any construction. The construction drive is to be maintained in serviceable condition during all phases of construction.

Some type of drive is required upon completion of the home and before occupancy, to prevent mud and debris from entering the road and ditches.

Unit and Lot numbers, along with proper permits, must be displayed during construction. Lot(s) must be properly staked off and side lot lines stringed prior to construction. All materials and equipment must stay on the building lot itself. Please respect private property and our roads.

A port-a-pot is to be on site before groundbreaking and should remain there until occupancy permit is approved. (All final occupancy requirements are complete.)

A dumpster is required to be on site after the foundation is complete. The dumpster is to be used for all discarded construction materials. The building site needs to be kept clean of debris at all times.

A silt screen must be in place when necessary, to keep all materials from entering the lake.

Any changes from the original submitted plans for additions, colors, materials, size etc., or to any submitted permits must be approved by Environmental Committee prior to implementation along with \$25 change request fee to be paid.

<u>Required inspections:</u> Inspections are to be scheduled with the Office at 419-945-2521. They are to be scheduled at least 24 hours in advance.

- Footer-to verify set back and sideline requirements
- Sewer Tap-to be inspected before covering
- **Occupancy**-before moving in
- **Final**-before building deposit is returned

Cinnamon Lake Association, Inc. has the right to RED TAG any construction. Work on the site may not continue until written permission is received from Cinnamon Lake Association, Inc.

Loading and unloading equipment and supplies on a curve or hilltop shall require the assistance of traffic control.

No trucks or equipment may be parked on streets or right of ways. No track or crawler type vehicles may be driven on any of the roads.

The owner and/or builder will be held responsible for road damage or right of way damage including mud and debris. The road must be cleaned as needed to keep mud off of roadways.

Load limits are in effect from November 1st to April 1st. A reduction in weight applies during this time. Check with the office before you make arrangement for heavy trucks to enter. (See weight limits table on second page.)

All dumpsters, materials, debris, and equipment must stay on the lot being built upon and emptied as needed so that it does not become over full. Do not use adjoining lots at any time for any reason.

AFTER THE FINAL OCCUPANCY REQUIREMENTS ARE MET AND BEFORE DEPOSIT IS <u>RETURNED</u>

The dumpster and port-a-pot should be removed.

The propane tank must be enclosed or screened as per the Declarations, pg. 6, F.

All decks, railings, steps and entrance ways must be completed.

The final grade must be complete to include the road ditch to be inspected and approved by the maintenance department, and the lawn seeded.

The house numbers must be permanently affixed to the house or a green 911 address sign placed by the road.

All construction debris must be removed.

Any dead trees or underbrush must be cleaned out and removed.

Architectural Permit Fees

| NEW HOME CONSTRUCTION \$1000.00 (\$250.00 Refunded after final occupancy requirements are met) | | |
|--|--|--|
| EXTENSION FEE (Paid in advance by builder) \$250.00 | | |
| CHANGE REQUEST FEE\$25.00 | | |
| SEWER TAP IN FEE-CONTACT RURAL LORAIN COUNTY WASTEWATER DISTRICT (Call 440-647-4882 for price) (See attached guidelines) | | |
| WATER TAP IN FEE-CONTACT RURAL LORAIN COUNTY WATER AUTHORITY (Call 1-800-842-1339 or 440-355-5121 for price) | | |
| REMODELING/ADDITIONS | | |
| DETACHED GARAGE | | |
| STORAGE SHED | | |
| BOAT DOCK | | |
| DECK/PATIO\$50.00 | | |
| POOL\$25.00 (Verification of placement) | | |

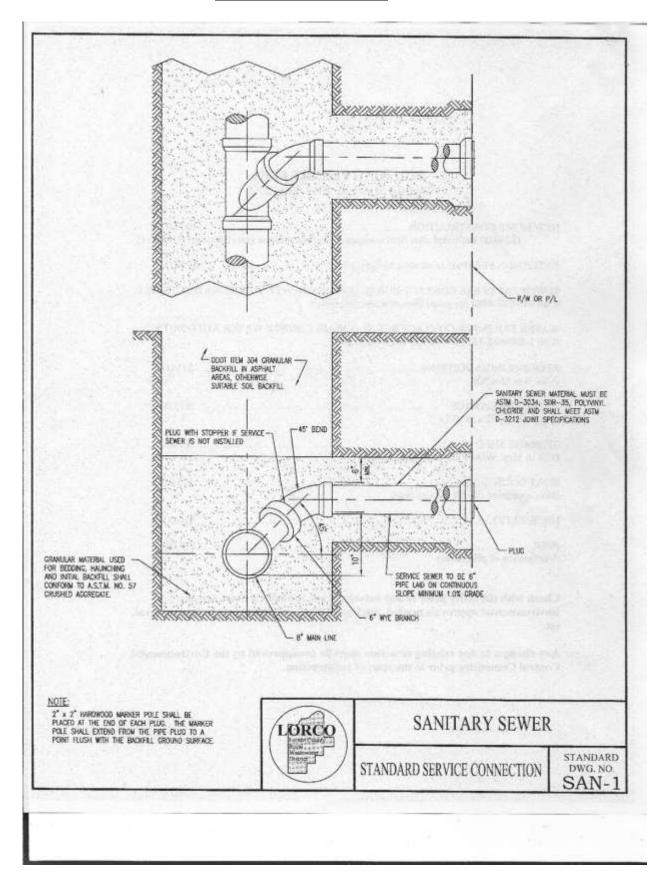
No construction work can begin prior to securing an approved permit. If work is started before a permit is secured or it is determined that work was completed without a permit, a late fee of \$500 for new home or \$25 for all other improvements will be charged.

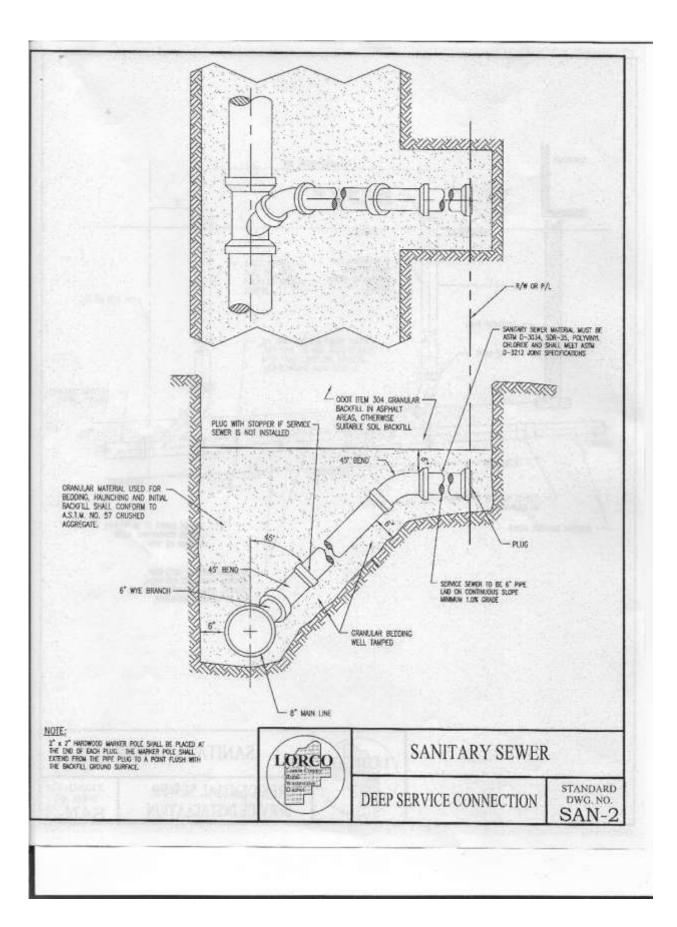
Work completed without a permit is subject to Environmental Control Committee review and is subject to any required remediation to meet approved building guidelines.

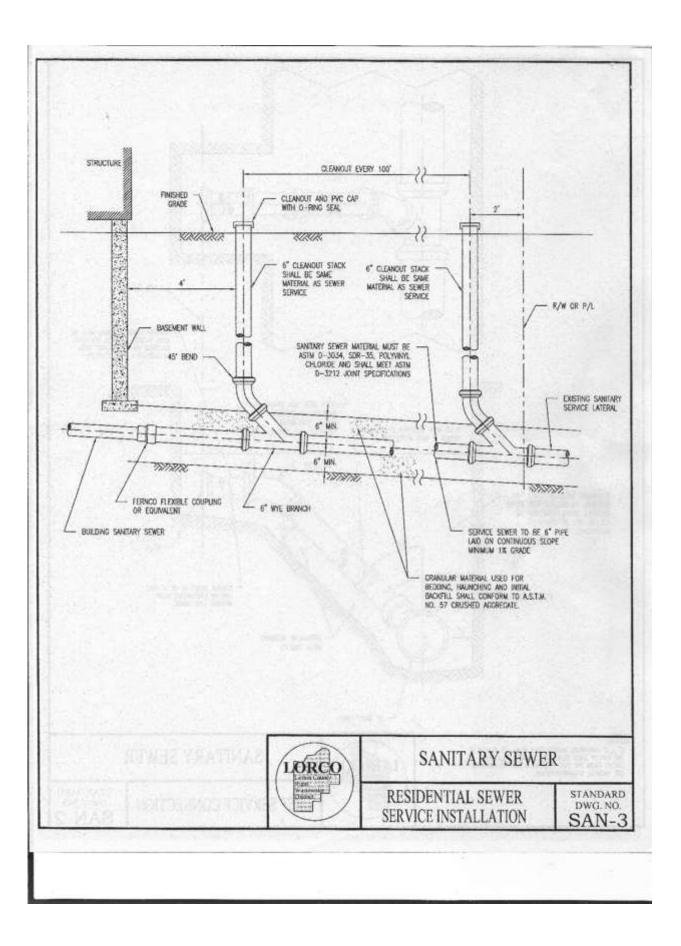
Check with the office prior to any exterior work to verify if there are any permits or Environmental approvals needed. Such as roofing and siding colors, tree removal, etc.

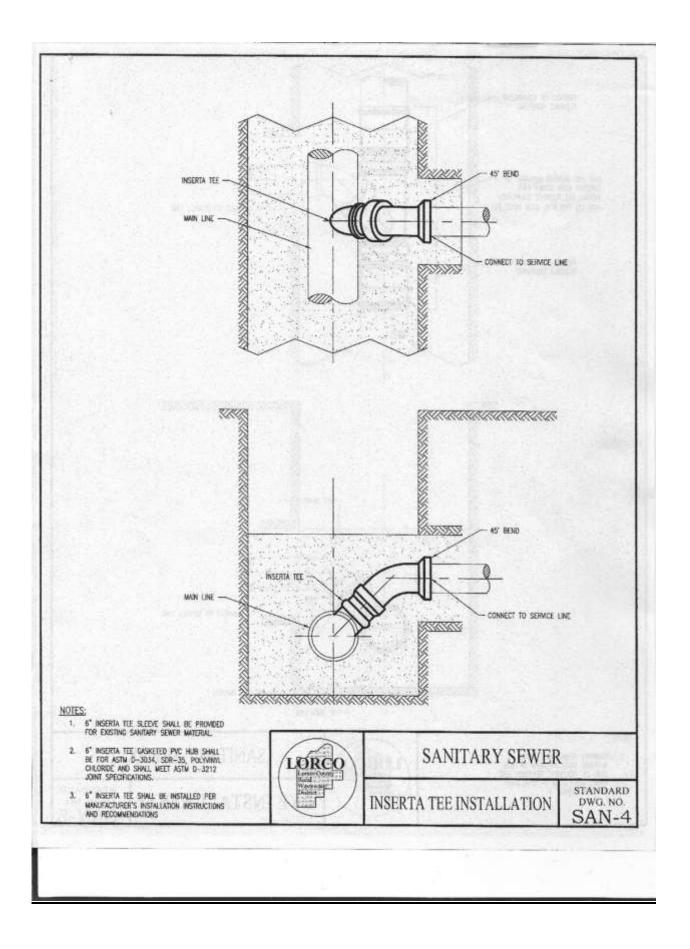
Any changes to any existing structure must be preapproved by the Environmental Control Committee prior to the start of construction.

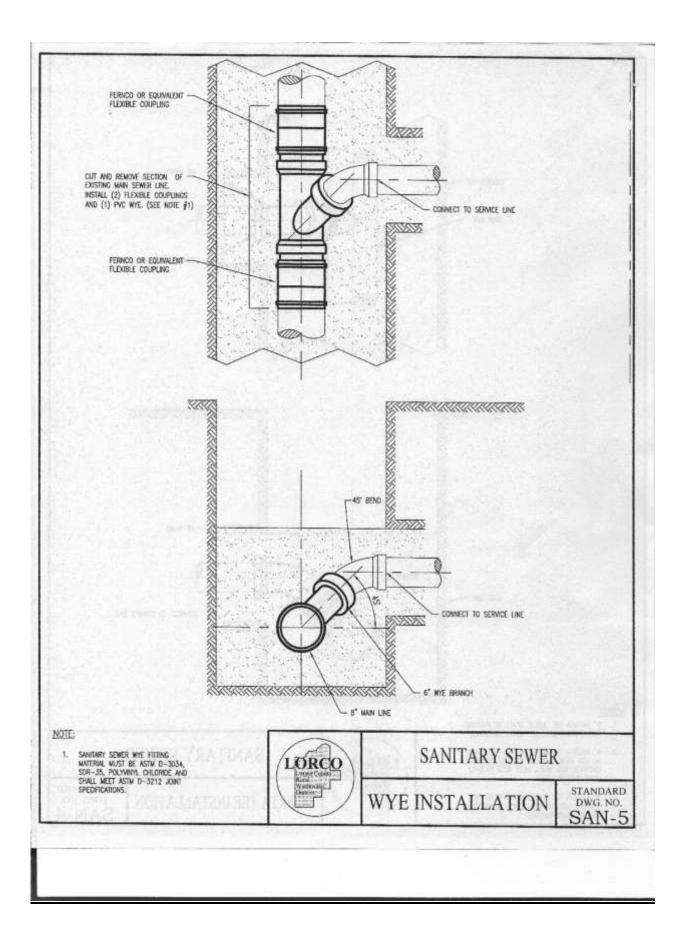
Sewer Tap Guidelines











SECTION IV FORMS

| 1) | Pool Rental Information and Agreement | Page 68 |
|-----|--|---------|
| 2) | Lodge Rental Policy and Form | Page 69 |
| 3) | Pavilion Rental Form | Page 71 |
| 4) | Community Center Rental Form | Page 72 |
| 5) | Camper Registration Form | Page 74 |
| 6) | Environmental Request Form | Page 75 |
| 7) | Hearing Request Form | Page 76 |
| 8) | Acknowledgment of Risk Acceptance of Responsibility of Liability | Page 77 |
| 9) | Request to Inspect or Copy Records Form | Page 78 |
| 10) | Kiosk Form | Page 79 |
| 11) | Gate Restriction Request Form | Page 80 |
| 12) | Membership Application Form | Page 81 |
| 13) | Multiple Lot Ownership Form | Page 82 |
| 14) | Voter Registration Form | Page 83 |
| 15) | 2021 Census Form | Page 84 |
| 16) | Payment Plan Form | Page 85 |
| 17) | Homeowner/Landlord Rental Form | Page 86 |
| 18) | Renter Registration Form | Page 87 |
| 19) | Watercraft Registration/Impound Form | Page 88 |
| 20) | Real Estate Agencies and Agents Registration Form | Page 89 |
| 21) | New Buyer Pre-Registration Form | Page 90 |
| 22) | Short Term Rental Form | Page 91 |
| 23) | Short Term Renter Registration Form | Page 92 |
| 24) | Temporary Gate Pass Request | Page 93 |
| 25) | Storage area form | Page 94 |
| 26) | Non-Cinnamon Lake used watercraft | Page 95 |
| 27) | Non-Cinnamon Lake used watercraft renewal Form | Page 96 |
| 28) | Other Motorized Vehicle (OMV) Registration Form | Page 97 |
| 29) | Cinnamon Lake Association Spec Home Agreement | Page 98 |
| | | |

POOL RENTAL INFORMATION AND AGREEMENT

- 1) Member shall be a member in good standing
- 2) Rental hours are to be after any regular pool hours for members
- 3) No rentals shall interfere with regular pool hours or any special hours of pool operations.
- 4) All rules, regulations, and policies of the pool shall be followed at all times
- 5) Lifeguard(s) shall be obeyed at all times
- 6) CLA is not liable for any injuries, accidents, to renters, their guests or damages to their personal property or their items.
- 7) No rental shall run later than 30 minutes prior to sunset/dusk.
- 8) A list of guests shall be at the pool at all times, with a copy at the guard house for those who are not members
- 9) Member is responsible for all set up and clean-up of the pool and the deck area. All trash shall be taken to the trash compactor by the Office.

The cost for the Rental of the pool is:

\$150.00 for first hour for up to 40 persons. This will include two (2) lifeguards Additional hours will be charged at an extra \$100.00 per hour.

All guests will have a badge or a marking on their hand showing they are there for the Rental. (This is to ensure that no one other than the party attendees enter the pool during rented hours.)

| Rental date | Number of guests | · |
|----------------|------------------|---|
| Time Frame | to | |
| Member Name | | |
| Member address | | |
| Phone number | | _ |

Lodge rental is \$200.00 for an 8-hour period and a \$150.00 security deposit. We require two checks, cash or credit card payments. One for the rental and one for the deposit, to book the lodge. If all of the guidelines are followed, you will get the \$150.00 deposit back. Any additional hours are billed at \$50.00 per hour.

I_____, member(s) in good standing with Cinnamon Lake Association, do hereby agree to the following:

- I will pick up the key and trash bags from the Gate House and return it after I have locked up the Lodge. (Enter through the front door of the lodge. If the front gate is closed, drop the key in the mail slot of the front gate exit lane door.)
- > I will set up and take down all tables and chairs that I use.
- > I will bring my own utensils and dish clothes, towels and cleaning supplies.
- ▶ I will bring any and all dishes, roaster, etc. that I will be using, including extension cords.
- I will not use or disturb any items that do not belong to me including but not limited to the decorations, items in the cabinets, refrigerator or freezer.
- ➤ I will lock the outside restroom doors from inside the Lodge with the slide bolt. I will make sure the inside restroom doors are left open in the winter or locked in the summer.
- > I will clean up all rooms and kitchen including any spills inside the refrigerator and freezer.
- > I will not allow anything to go down the sink drains other than free flowing liquids.
 - <u>No</u> grease or food particles are allowed down sink drains.
- I will take out all trash bags and dispose of them properly. I will put new bags in all trash cans that the front gate gave me. (The Front Gate will give you the dumpster code for the rental. This code is NOT to be given out to anyone in anyway. Only the member renting the lodge can use this code.)
- I will sweep and mop the entire floor with the broom, mop and bucket provided in the utility closet by the men's bathroom.
- ▶ I will vacuum the lower level with vacuum provided. (Vacuum is in the lower-level closet)
- I will ensure that the cleanliness of the lodge, kitchen, restrooms, refrigerator and freezer is better than I found it so it will be ready for the next rental.
- I will lock all doors by using the key, securing the dead bolts at the top and bottom of those doors that have them along with the bar and chain.
- ▶ I will make sure all windows are closed and locked properly.
- ▶ I will turn off all of the marked switches and any other lights I turned on.
- If you use the fireplace, do not add any wood one hour before leaving. Be sure to close the glass doors and turn off the fan if you had turned it on.
- > If it is wintertime, I will turn the thermostat down to 45 degrees before leaving.

AGREEMENT FOR THE USE OF THE CINNAMON LAKE ASSOCIATION, INC. LODGE

I desire to rent the Lodge on:

(month) (day) (year)

from _____am/pm until _____am/pm

I understand I am responsible for the set-up, take down, cleaning and functionality of all equipment made available for use during this reserved time period.

I also understand that in the event that I do not comply, I will be billed time and materials by Cinnamon Lake Association, Inc. I hereby agree to be morally and financially responsible for any and all damage to the Lodge inside and outside.

Use of the swimming pool during operational hours for guests permitted if:

- > List of names to use the pool provided with Agreement
- > Additional fee of \$3/pool guest submitted with agreement
- > Any additional pool guest will be required to pay at the door

In the unlikely event that cleanup and or repairs are required from the misuse of the space or equipment, such cleanup or repairs will be made by Cinnamon Lake Association, Inc. and the **\$150.00** security deposit will be used to pay for any time and materials needed. Labor will be billed at \$50.00 per hour.

| Signed | Date | | |
|--|--------------------------------|--|--|
| Printed name | Phone number | | |
| Street address | City | | |
| Office signature | _Date | | |
| The cost to rent the lodge is \$ | The cost to use the pool is \$ | | |
| I have supplied a list of names for pool use and paid the rental fee, pool fee and | | | |
| deposit on | | | |

PAVILION RENTAL GUIDELINES

Updated May, 2019

The pavilions in Cinnamon Lake are on a first-come, first-served basis but can be reserved by members in good standing.

- Cost is \$50.00 for 6 hours
- \$10 per each additional hour
- \$50.00 check deposit is required
- Payment in full is required to reserve pavilion
- Member is responsible for removing all trash from area (Front Gate will give you the dumpster code. This code is NOT to be given out to anyone in anyway. This code is for the member who is renting only.)
- Trash bags can be picked up at the Front Gate.
- Member is responsible for all guests and their conduct.
- No vehicle parking next to the pavilions.
- Access to public restrooms in lodge by external restroom entrance only

| Reserved Date | _ Time |
|------------------|-----------|
| Member's Name | Signature |
| Address | |
| Phone | |
| Amount/Date Paid | |

COMMUNITY CENTER GUIDELINES

Jan, 2019

The space is available for private rental under the guidelines amended to include the following.

- 1. Rental is \$20.00 per hour
- 2. A \$100.00 deposit, refundable only after a satisfactory inspection of equipment and center cleanliness
- 3. Maximum occupancy of 50 people
- 4. The Association reserves the right to restrict the hours available
- 5. The Association reserves the right to refuse the use of the center for prior unsatisfactory activity
- 6. Renter must be property owner in good standing
- 7. Reservations on first come first serve basis are required. This is to prevent a double booking of the spaces. The official booking calendar will be kept in the Office.
 - 3. Reservations can be either a one-time meeting or a standing reservation such as a continuing committee meeting.
 - 4. Reservations can be made by contacting the Association Office.
 - 5. The reserving party will be held solely responsible for the condition of the space and equipment.
- 8. The member making the reservation must sign a rental agreement form.
- 9. The group using the space will be responsible for:
 - a. Pick up key at the gate house and provide gate house with a list of guests.
 - b. The setup, arrangement, and tear down of the tables and chairs and other equipment.
 - c. The cleanliness of the space and removal of trash. (Front Gate will give you the dumpster code. This code is NOT to be given out to anyone in any way. It is for the member renting only.)
 - d. That all equipment be kept in working order.
 - e. That Cinnamon Lake Association, Inc. is notified of any maintenance required following use of the facilities.
 - f. Providing all utensils and needed cleaning supplies and to not disturb items that are not part of rental.
 - g. Reservations for groups under the age of 18 will require an adult supervisor to be present.

AN AGREEMENT FOR THE USE OF THE COMMUNITY CENTER

I desire to reserve the Community Center

on (month)_____(day)_____(year)_____

from _____am/pm until _____am/pm

OR

if a repeating reservation, every_____

I understand I am responsible for the cleanliness, set-up, tear-down and functionality of all equipment made available for use during this reserved time period.

I also understand that in the event that I do not comply, I will be billed time and materials by Cinnamon Lake Association, Inc.

In the unlikely event that cleanup and or repairs are required from the misuse of the space or equipment, such cleanup or repairs will be made by Cinnamon Lake Inc. and the reserving party will be billed for time and materials. Labor will be billed at \$50.00 per man-hour.

The replacement costs of the key fobs required for building access is \$50.00

SIGNED_____

| Printed name | Phone number |
|--------------|--------------|
| | |

Street address_____City____

CINNAMON LAKE CAMPER REGISTRATION FORM

| DATE IN | DATE OUT | TOTAL | NIGHTS | |
|---------------------|---------------|------------|---------------|--|
| MEMBER NAME | U | NIT/LOT # | PHONE # | |
| GUEST NAME | I | PHONE # | | |
| TENT OR CAMPE | ER DESCRIPTIC | N | PAD # | |
| CAR LICENSE PLATE _ | CAM | PER LICENS | E PLATE | |
| AMOUNT PAID | CHECK | CASH | CAMPER PASS # | |

I agree to abide by all Cinnamon Lake Association, Inc. rules and by-laws as they apply to this camper/tent and its use within Cinnamon Lake. I understand I am responsible for my guests for the entire time they are visiting in Cinnamon Lake and I will be present in Cinnamon Lake during their stay. I also understand that I must be present with my guests while they use any of the amenities. Failure to do so is a violation of the CC&R's.

Member Signature

Guest Signature

Guard Initials

| CINNAMON LAKE ASSOCIATION, INC. | MEMBER IN GOOD STANDING: Yes | No |
|--|--------------------------------------|---------|
| ENVIRONMENTAL CONTROL INSPECTION | J | |
| REQUEST and REPORT FORM | • | |
| | | |
| Date: | | |
| Member Name: | | |
| Address: | - | |
| Contact #: | | . /1 |
| The above member has requested the Environmental Contro |) Committee to inspect the above lot | t/house |
| for the following reasons: | Deals of Droporty | |
| | Back of Property | |
| | _ | |
| | | |
| | - | |
| If requesting for tree removal, please draw a sketch of the pl | roperty | |
| with measurements, indicating trees on property with an "X" | | |
| requesting to be removed are then to be circled. Please mar | | |
| trees you intend to take down so Environmental can identify | | |
| when they come out to inspect. | Front of Property | |
| | | |
| DO NOT WRITE BE | LOW THIS LINE | |
| Environmental Control use Only | | |
| | | |
| We, The E.C.C. have inspected the above property this | day of, 20 | D |
| It is our findings that: | | |
| | | |
| | | |
| | | |
| | | |
| Suggested action to be taken: | | |
| | | |
| | | |
| E.C.C. Representative: | | |
| Print Name: | Date Received: | |
| Date: | Member Notified: | |
| | Gate Notified: | |
| Revised: 11/11/2019 | Office Staff Initials: | |
| | | |

REQUEST FOR A HEARING

Unless a written request for a hearing, signed by the person(s) named as owner(s) in the accompanying correspondence is received by the board within ten (10) days, the Board may proceed with the enforcement assessment without a hearing and you will have waived your right to a hearing. If you want to request a hearing, then this completed form must be received within ten (10) days by:

Cinnamon Lake Association, Inc. 1443 Laurel Drive West Salem, Ohio 44287

I, ______, request to be scheduled for a hearing in front of the Board at the time of the next scheduled meeting, or sooner, of which I will be notified at least seven (7) days

I believe the enforcement assessment should not be imposed because:

Signature

in advance.

Signature – if more than one

Printed Name and Current Address

Date

Date

Acknowledgment of Risk Acceptance of Responsibility of Liability

Revised Oct, 2018

I, the undersigned, hereby acknowledge that I have voluntarily applied to engage in an activity of **construction, repairs, maintenance on any Cinnamon Lake Association, Inc. owned property.** I acknowledge that I have prior approval from the Environmental Control Committee to have this work completed.

I understand that the activity may involve numerous risks, whether they are obvious or not. I and/or my family further understand and assume any risks involved in the above activity.

I understand that I may encounter variation in terrain, which may result in an injury or damages. I acknowledge that these are my responsibility, and I assume the risks for these hazards.

As consideration for being permitted by Cinnamon Lake Association, Inc. to engage in the above request I do hereby waive any claim and release Cinnamon Lake Association, Inc. all owners, officers, members, affiliated organizations, land owners' agents and/or employees for any injury or death caused by or resulting from the participation in the activity of the above request.

This contract shall be legally binding upon my estate, assigns, legal guardians, personal representatives and myself.

I have carefully read this agreement and fully understand the concerns. I am aware that I am releasing certain legal rights that I otherwise may have, and I enter into the contract in behalf of myself and/or my family of my own free will.

This is a release of liability. Do not sign or initial this release if you do not understand or do not agree with its terms.

Signature of contractor_____

| Address: | City/State: | Zip: |
|----------|-------------|------|
| | | |

Request to Inspect or Copy Records

Instructions: This request form must be completed by any member desiring to inspect or receive copies of any Association books of account, meeting minutes, membership roster, or other Association documents. A maximum of five (5) business days may be needed to process a request. If there is a question with any request, the member will be notified within a reasonable amount of time of the reason for any delay.

The Association's goal and intent is to allow inspection of Association documents. However, given the personal and legal nature of some documents, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

Inspections of the Association's records shall take place during normal business hours at The Cinnamon Lake Business Office.

Copying charges are <u>\$0.10</u> per page. If the request for records requires more than 1 hour of staff time, a fee of <u>\$ 8.00</u> per hour will be assessed in fifteen (15) minute increments. The actual cost of all mailing charges will also be the owner's responsibility.

This form must be completed in full, signed, and dated in order to process the request.

| Member's Name: | Address |
|--|---|
| Phone Number(s) | |
| Record Requested | Reason and Purpose of Request |
| | |
| | |
| Preferred inspection dates and times: | |
| Do you anticipate making copies of any record | s to be inspected?YesNo |
| I hereby agree not to use or distribute any info | rmation or documents obtained from the insp |

I hereby agree not to use or distribute any information or documents obtained from the inspection or copying of any Association records for any reason or purpose other than as stated above. I further consent and agree that all inspection and copying charges incurred pursuant to this request, as outlined above, will be due upon receipt of requested documents.

Owner Signature

Date

Amended Sept. 20, 2016

KIOSK PHONE INFORMATION

Each house is allocated up to 3 entries. Lot owners (members who do not live in Cinnamon Lake) are also allocated up to 3 entries. The kiosk will list all entries alphabetically, (last name, first name or first initial). We will put the full first name if space allows and if that is your

preference. If your 419-area code phone number requires a (1) before the area code to be reached by a land line at the kiosk, please note that on the form. Your guest will choose one of your entries at the kiosk. If you do not answer the phone, the call will terminate and they will need to go back to the list and choose a different entry. If your voicemail or answering machine answers the call, the kiosk will recognize it as an answered call. The guest will need to end the call and go back to the list to choose another entry. The phone numbers will not roll from one to the next as originally thought. Your caller ID should show the phone number 419-945-1443 or Cinnamon Lake Association (depending on your phone system) so that you will be aware it is the kiosk computer calling. You will press the number 1 on your phone to open the gate once you have established contact with your guest.

Please submit your information to the office. You may send your information electronically by email to: info@cinnamon-lake.com. Soon you will be able to enter your info on our website (www.cinnamon-lake.com) under Member Info—Kiosk Phone System. Forms are also available at the office or front gate.

| EX: | Entry #2: | Doe, J. Doe, Jane | Phone: 1-419-xxx-xxxx OR Phone: 1-419-xxx-xxxx Phone: 1-330-xxx-xxxx Phone: 1-330-xxx-xxxx |
|--|------------|----------------------|---|
| | | | (Tear off top part and keep for your reference) |
| KIOSK PHONE INFORMATION (Please write legibly) | | | |
| Acco | unt Number | Address | |
| Entry | #1: Name | (First name o | r initial and last name) |

Phone Number _____

Entry #2: Name (First name or initial and last name)

Phone Number _____

Entry #3: Name (First name or initial and last name)

Phone Number _____

GATE RESTRICTION REQUEST

| Date | Expiration Date |
|---------------|-----------------|
| Member's name | |
| Address | Phone # |

<u>Restrictions</u>: (Choose either 1 or 2)

- 1. () No guests permitted without prior phone call
 - () Deliveries okay
- 2. () No guests permitted without member coming to the front gate
 - () Deliveries okay

I understand that this restriction is not a guarantee and I will not hold Cinnamon Lake Association, Inc. or its employees responsible for any breech of this request. I also understand that it must be renewed every six months and it is my responsibility to renew it. This request can only be withdrawn (before the expiration date) with the same signature(s) that is on the original request form. The guards are not authorized to make exceptions to that rule.

Signature/Date

Signature/Date

WITHDRAWN:

Signature/Date

Signature/Date

MEMBERSHIP APPLICATION FORM, CINNAMON LAKE ASSOCIATION, INC.

Unit____ Lot(s) #_____

Date_____

(If you own multiple lots, see Multiple Lot Ownership Form)

Owner's Name(s) as it appears on the deed:

If there is more than one owner on the deed, i.e. spouse, partner, trust, et al, co-owner, business, please fill out the reverse side of this page.

| Billing Address | |
|---------------------|---------------------------------|
| Name & Phone | 2 nd Name & Phone |
| E-mail Address | Photo ID attached from owner(s) |
| Owner's Employer(s) | |
| | |

The undersigned hereby applies for membership in Cinnamon Lake Association, Inc. The applicant agrees to pay any Annual Dues, Assessments and Association charges, or other sum as may be set by the Association as membership Dues, Assessments and Association charges on the annual date per the governing documents. Applicant also agrees to maintain membership in good standing with the Association so long as applicant owns property in the Cinnamon Lake Subdivision.

No Person:

(a) Required to register with a designated registering agency pursuant to Chapter 2950 of the Ohio Revised Code, as amended from time to time; and/or

(b) Who is or has been at any time determined to be a sexually oriented offender or child-victim oriented offender pursuant to any other similar sexually oriented or child-victim oriented registration requirement statute, as amended from time to time, from another jurisdiction;

(each, **under** (a) and (b) above defined under the Bylaws as a "Registrant"), may permanently or temporarily reside in any Dwelling, on any Lot, or on any Camping Lot for any length or period of time. This prohibition applies to all Registrants, including, but not limited to those aforesaid offenders convicted prior to the adoption of Chapter 2950 of the Ohio Revised Code, regardless of when the Registrant committed the sexually oriented or child-victim oriented offense.

Applicant agrees to be bound by and to comply with the Articles of Incorporation, By-Laws, Declaration of Covenants, Conditions and Restrictions and all Rules, Regulations and Policies of the Association and understands that all membership rights and privileges are subject thereto.

| Owner Signature | Date |
|--|-------------------|
| Spouse Signature | Date |
| \$50 Application Fee \$750.00 New Member Initiation Fee | Updated Dec, 2020 |

Multiple Lot Ownership

| Date: | | _ |
|---------|-------|---|
| Name: | | _ |
| Unit #: | Lot # | |
| Unit #: | Lot # | |
| Unit #: | Lot # | |

Please check applicable box:

I own multiple lots in Cinnamon Lake and I elect to have any and all charges for my properties billed on one invoice. I understand that this will not change my billing status and I will continue to be billed per lot owned. I designate lot number ______ as the account number used for billing purposes.

I am building a structure on or across the above lots or I have added an additional structure on my second lot, i.e.: garage, shed, pool, deck etc. I understand that these lots can never be sold as two (2) separate parcels due to the structure placement (unless said structure is removed off of extra lot). I also understand that this will not change my billing status and will continue to be billed per lot owned. I designate lot number ______ as the account number used for billing purposes.

Signature of Property Owner

Signature of Property Owner

Office Initial

CERTIFICATE FOR VOTING RIGHTS FOR ANY AND ALL VOTING

| I/We, | | | , | |
|---|-------------|-------------------|----------------------------------|--------------|
| the member(s) of Cinnamon Lake Associ | ation, Inc. | , do hereby give | 2: | |
| | any and | d all voting righ | ts to lot(s): | |
| ,,,,, | , | | | |
| This Certificate for Voting Rights will be with a new one or no longer own the above | | t until I/we revo | ke the certificate in writing an | d replace it |
| Name & Residential Address | | Date | Signature | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Updated May, 2019

2021 CINNAMON LAKE CENSUS

| Account/Lot #(s) | | |
|---|------------------------|---|
| Member(s) name: | | |
| Member(s) billing address: | City | _ |
| State Zip | Email: | |
| Phone & Name | Phone & Name | |
| Emergency Phone & Name | | |
| Name(s) of all adults living in home other th | an Member(s) (over 18) | |
| Name(s) of all children living in home under | r 18 | |

The above information is for record keeping purposes and for the general safety and security of the Association. Please indicate if you have any family members or additional persons beside those named on the deed filed with the Ashland County Recorder residing at your address. <u>They must be registered by name at the office to receive amenity privileges.</u>

GATE CARD NUMBERS AND VEHICLE INFORMATION

This information is to be used to maintain and update the gate card system. **If this information is not re-ceived, your cards** <u>WILL NOT WORK.</u> The gate card number is the **separated or only 5 digits** on your card. Please list only those vehicles titled to the member's name and address. You must present proof of vehicle registration before your gate card(s) will be renewed. (A copy of your current registrations can be attached to this form) <u>There is a \$5.00 yearly renewal fee per gate card.</u>

| Yr | Make | Model | Color | License | Card |
|----|------|-------|-------|---------|------|
| Yr | Make | Model | Color | License | Card |
| Yr | Make | Model | Color | License | Card |
| Yr | Make | Model | Color | License | Card |
| Yr | Make | Model | Color | License | Card |
| Yr | Make | Model | Color | License | Card |
| Yr | Make | | Color | License | Card |

CINNAMON LAKE ASSOCIATION, INC.

1443 LAUREL DR WEST SALEM OH 44287 419-945-2521

PAYMENT PLAN AGREEMENT

| Members Name | Account Number |
|---|--|
| Address | Phone Number |
| Date Assoc. Total \$ | |
| of <u>I unde</u> will take place without furth | of \$on my account for a period erstand if I miss a payment, further collection proceedings her notice and balances in full will be required. At that time, be null and void. I also understand that I am responsible for any |
| additional fees, late charges, e | |
| Payments are do | ue on or before the 21 ST of each month. |
| Signature | Date |
| Signature | Date |
| OFI | FICE USE ONLY |
| PAY | MENT RECORD |
| ASSOCIATION | |
| JAN | JULY |
| FEB | AUGUST |
| MARCH | <u>SEPT</u> |
| APRIL | <u>OCT</u> |
| MAY | NOV |
| JUNE | DEC |

HOMEOWNER/LANDLORD RENTAL FORM

IN ACCORDANCE WITH THE POLICY AND RULES OF CINNAMON LAKE,

I_____OWNER OF LOT NUMBER_____

, INTEND TO RENT/LEASE SAID DWELLING AND CONTIGUOUS PROPERTIES AT

TO_____

WHOSE FAMILY MEMBERS NAMES ARE:

I HAVE FULLY EXPLAINED THE RULES AND REGULATIONS OF CINNAMON

LAKE TO ______ (TENANTS, RENTERS/LESSEE NAME) AND THEY HAVE AGREED TO ABIDE BY THE RULES AND REGULATIONS SET FORTH BY CINNAMON LAKE.

THE RENTAL/LEASE PERIOD BEGINS______ AND I WILL NOTIFY THE OFFICE WHEN IT ENDS OR IF THERE IS A CHANGE IN TENANTS, RENTERS/LESSEE.

(OWNER/MEMBER SIGNATURE AND DATE)

Update approved Jun, 2020

RENTER REGISTRATION

| Name of Property Owner | Telephone # | Act # | |
|------------------------------------|---|----------------|------|
| Property Owner Address | | | |
| Name of Renter | Spouse (if any) | | |
| Renter SS # | _Spouse SS # (if any) | E-mail Address | |
| Current Address of Renter: | | | |
| Previous Address of Renter: | | | |
| Previous Address of Renter: | | | |
| Telephone # | Children's name(s) and date of birth | L | |
| | | | |
| Are there any other adults other t | than renter, spouse and children? If so, list | name(s) | |
| Renter Car Information: Car Lice | ense #Year, Make, Model, C | Color | |

The undersigned acknowledges that he/she leases, rents, or occupies the house on the above referenced lot from the above-named owner under an agreement and as such renter/lessee, has full rights to use and enjoy said house and contiguous properties for the period of the agreement. All tenants/renters/lessees that were previously a member of Cinnamon Lake, but were a member <u>NOT</u> in good standing, will be permitted to rent/lease a home, but <u>ALL</u> member/associate member privileges will be suspended until such time their account has been paid in full.

No Tenants/renters/lessees will be permitted to rent property or grant access to anyone who is in violation of Article XI, Prohibition of Sex Offenders, contained in the By-Laws of Cinnamon Lake Association, Inc.

The undersigned acknowledges receiving a copy of the By-Laws and CC&R's, and agrees to abide by all rules and regulations contained therein. Furthermore, the undersigned agrees to abide by any other rules and regulations that may be adopted by the Board of Directors. The undersigned understands that violation of any of the rules or policies may result in suspension of his/her privileges and further acknowledges that the Cinnamon Lake Association, Inc., may deny access for continued violations.

The undersigned agrees that access to and use of the common properties and facilities is restricted to himself/herself, his/her immediate family and guest of the immediate family. Furthermore, the undersigned agrees that he/she must accompany guest during the use of any common properties and facilities.

The undersigned understands that he/she must notify the Gate Office each time he/she is expecting guests and is aware that access will be denied to guests unless prior notifications is given to the Gate each time. The undersigned agrees to pay a One Hundred and Eighty Dollar (\$180.00) annual registration fee in the Office for use of the roads and amenities.

The undersigned hereby agrees to indemnify and hold harmless the Cinnamon Lake Association, Inc. from any claims, loss or damages (including reasonable attorney fees) arising out of the use by the undersigned or any member of his immediate family or quests of the common properties and facilities at Cinnamon Lake.

All membership voting rights are reserved for the owners, no voting rights will be passed to renters/lessee.

| Signature of Renter | Date | |
|---------------------|------|------------|
| • | | ** 1 . 1 * |

Updated Jun, 2020

Cinnamon Lake Association, Inc. <u>WATERCRAFT IMPOUND/ STORAGE/REGISTRATION FORM</u>

| Date | CLA# | |
|------------------------------------|--------------------------------|--|
| Impound – Date In Date | for item to come out (15 days) | |
| Storage – Date In | | |
| MEMBER NAME: | Unit/lot Numbe | r |
| MAILING ADDRESS: | | |
| | | |
| PHONE: | | |
| BOAT/WATERCRAFT OWNER (if differen | nt from member) | |
| MAKE: | COLOR: | |
| TYPE OF BOAT/WATERCRAFT: | | ATTENTION ALL MEMBERS |
| | _ | STORE AT YOUR OWN RISK |
| SERIAL #: | | Cinnamon Lake will not be responsible for lost, missing, or damaged items. |
| OHIO # | | |

I agree to abide by all Cinnamon Lake Association, Inc. rules and by-laws as they apply to this boat and its operation on Cinnamon Lake.

I understand the sticker is to be placed on the outside of the hull at the bow in the area of the state registration number. I understand that the assigned registration number is for this boat only.

Impound Note: If item is left for more than the required fifteen (15) day impound requirement, you will be charged \$5.00 per month after twenty (20) days from the original impound date.

Real Estate Agents Registration Form

| Agent name and phone: | | |
|--|-----|----|
| Agency name: | | |
| Agent E-mail Address: | | |
| Have you, the agent, received copies of the following? | | |
| 1. General information | Yes | No |
| 2. Architectural and Property guidelines | Yes | No |
| 3. Rental Regulations | Yes | No |
| 4. By-Laws, Article 11, Prohibition of Sex Offenders | Yes | No |

Please confirm that you are now aware that the following documents are available on our website, <u>www.cinnamon-lake.com</u> (under document heading) or can be obtained by email and in our office for a nominal fee:

1. Articles of Incorporation, By-Laws & Declarations Yes_____ No_____

2. Cinnamon Lake Fees * Yes____ No____

*Certain fees are subject to change without notice. (See By-Laws for specifications.)

- Agent warrants that agent has provided this information to any potential buyer.
- I will advise any potential buyer to make diligent inquiries about all aspects of the community, their documents, and occupancy restrictions.
- I, the undersigned, understand the form and have received the above information.

| Agent signature: | Date: |
|------------------|-----------|
| 0 | |

Updated Dec, 2020

New Buyer Pre-Registration Form

Real Estate Agent Name_____

Potential Buyer Name(s)_____

Address of Property_____

As a potential new member of Cinnamon Lake, I have read and understand the below forms. I have been advised to inspect and make diligent inquiries about all aspects of the community, governing documents, budgets, reserve funds and occupancy restrictions. I further understand that Cinnamon Lake is a deed-restricted community and there are homeowner's dues, assessments initiation fee, transfer fee and sewer charges that are my responsibility.

I have read: (please initial each line)

1) Articles of Incorporation, By-Laws, and Declarations _____

2) Cinnamon Lake fee sheet_____

3) General information about Cinnamon Lake_____

4) Architectural and Property guidelines_____

<u>No buyer is permitted to own property or grant access to anyone who is in violation of Article XI,</u> <u>Prohibition of Sex Offenders, contained in the By-Laws of Cinnamon Lake Association, Inc.</u>

Potential new member signature(s)_____

Date_____

Real Estate Agent signature_____

Revised Dec, 2020

SHORT-TERM RENTAL FORM

(30 DAYS OR LESS)

IN ACCORDANCE WITH THE POLICY AND RULES OF CINNAMON LAKE,

I_____OWNER OF LOT NUMBER_____

ON WHICH THERE IS A DWELLING, INTEND TO RENT SAID DWELLING AT

TO_____

WHOSE FAMILY MEMBERS NAMES ARE:

I HAVE FULLY EXPLAINED THE RULES AND REGULATIONS OF CINNAMON LAKE TO ______ (RENTERS NAME) AND LEFT A COPY ON PREMISES FOR REFERENCE.

RENTERS HAVE AGREED TO ABIDE BY THE RULES AND REGULATIONS SET FORTH BY CINNAMON LAKE.

THE RENTAL PERIOD BEGINS______ AND WILL END ON ______

RENTER FEE (\$10/DAY UP TO MAX \$50/STAY) DUE WITH SUBMISSION.

(OWNER/MEMBER SIGNATURE AND DATE)

Approved May, 2019

SHORT-TERM RENTER REGISTRATION FORM (30 DAYS OR LESS)

| Name of Property Owner | Telephone # | Act # | |
|---------------------------------------|---|-------|---|
| Property Owner Address | | | _ |
| Name of Renter | Spouse (if any) | | _ |
| Renter SS # | Spouse SS # (if any) | | |
| E-mail Address | | | |
| Current Address of Renter: | | | |
| Telephone # | Children's name(s) and date(s) of birth | | |
| | | | |
| Are there any other adults other that | n renter, spouse and children? If so, list name | e(s) | |
| Renter Car Information: Car Licens | se #Year, Make, Model, Color_ | | |

The undersigned acknowledges that he/she rents the house on the above referenced lot from the above-named property owner under an agreement and as such renter, has full rights to use and enjoy said house and lot for the period of the agreement. All renters that were previously a member of Cinnamon Lake, but were a Member <u>NOT</u> in good standing, will be permitted to rent the home, but <u>ALL</u> member/associate member privileges will be suspended until such time their account has been paid in full.

The undersigned acknowledges receiving a copy of the By-Laws and CC&R's, and agrees to abide by all rules and regulations contained therein. Furthermore, the undersigned agrees to abide by any other rules and regulations that may be adopted by the Board of Directors. The undersigned understands that violation of any of the rules or policies may result in suspension of his/her privileges and further acknowledges that the Cinnamon Lake Association, Inc., may deny access for continued violations.

The undersigned agrees that access to and use of the common properties and facilities is restricted to himself/herself, his/her immediate family and guest of the immediate family. Furthermore, the undersigned agrees that he/she must accompany guest during the use of any common properties and facilities.

All renter family members and guests who wish to use the pool or any other amenities where a fee is charged, will be charged the visitor fee each time the pool or amenity is used.

The undersigned understands that he/she must notify the Gatehouse each time he/she is expecting guests and is aware that access will be denied to guests unless prior notifications is given to Gatehouse each time.

The undersigned hereby agrees to indemnify and hold harmless the Cinnamon Lake Association, Inc. from any claims, loss or damages (including reasonable attorney fees) arising out of the use by the undersigned or any member of his immediate family of the common properties and facilities at Cinnamon Lake.

Signature of Renter(s)

Date

Approved May, 2019

TEMPORARY GATE PASS REQUEST

A temporary gate pass is requested by property renter for property rental duration of minimum 7 days and not to exceed 30 days.

| Date | Expiration Date |
|--------------------------|-----------------|
| Renter's name(s) | |
| Rental Address | Phone # |
| Renter Car License # | |
| Year, Make, Model, Color | |

A gate pass usage fee of \$10 is due at time of issuance, along with a \$20 Deposit (To be returned with return of gate pass)

The undersigned agrees that access to Cinnamon Lake and use of this pass is solely for the listed automobile above and cannot be shared or used by any other vehicle. I understand that this gate pass is temporary and will be deactivated after expiration date.

The undersigned hereby agrees to indemnify and hold harmless the Cinnamon Lake Association, Inc. from any claims, loss or damages (including reasonable attorney fees) arising out of the use by the undersigned or any member of his immediate family of the gate pass.

Renter Signature/Date

Renter Signature/Date

Approved May, 2019

STORAGE AREA FORM

| SPACE # | |
|---|---|
| Member Name: | |
| Address: | |
| Contact Number: | _ |
| Item in Storage/Description: | _ |
| License Plate # if applicable: | |
| CLA Boat # if applicable: | _ |
| Ohio Boat identification # if applicable: | |

If the item in storage is a boat trailer, please have your account number on the trailer so it can be identified without the boat on it.

There needs to be an identifying number on each item in the storage unit, i.e. license plate, lot/account number, CLA boat number.

Attention All Members:

Store at your own risk, Cinnamon Lake will not be responsible for lost, missing, or damaged items.

Updated Aug, 2019

NON-CINNAMON LAKE USED WATERCRAFT

This form serves as the registration for all watercraft being brought into Cinnamon Lake that is not intended for use on Cinnamon Lake. Only watercraft too large for Cinnamon Lake will qualify. Smaller watercraft will need prior board approval before being placed on this list. Please complete this form as it is required that all watercraft be registered and on file.

| Name: | _ |
|----------------------------|---|
| Address: | - |
| Phone #: | - |
| Description of Watercraft: | |
| OH #: | |
| | |

Where will watercraft be stored?

By signing below, I acknowledge and agree to the policy and procedures (attached) regarding non-Cinnamon Lake used watercraft, along with the consequences that will be applied upon violation of any or all of the state requirements.

| Member's signature an | d account number |
|-----------------------|------------------|
|-----------------------|------------------|

Date

Approved Apr, 2020

NON-CINNAMON LAKE USED WATERCRAFT RENEWAL FORM

You are receiving this form because you have previously registered a watercraft with Cinnamon Lake as one that is not being used in Cinnamon Lake. Please list all of your watercraft that you are still in possession, that you would like to renew on this registry. Failure to renew the registration by April 1st will result in the cancellation of this privilege for one year, and the watercraft(s) will be required to be quarantined/impounded for 14 days each time it enters Cinnamon Lake.

| Name: | |
|----------------------------------|-------|
| Address of Account Number: | |
| Phone #: | |
| Description of | |
| watercraft: | OH #: |
| Description of | |
| watercraft: | OH #: |
| Description of | |
| watercraft: | OH #: |
| Where will watercraft be stored? | |

By signing below, I acknowledge and agree to the policy and procedures (attached) regarding non-Cinnamon Lake used watercraft, along with the consequences that will be applied upon violation of any or all of the stated requirements.

Member's signature and account number

Date

Approved Apr, 2020

OTHER MOTORIZED VEHICLE (OMV) REGISTRATION FORM

| Date | CLA Registration # |
|---|--|
| MEMBER NAME: | Unit/lot Number |
| MAILING ADDRESS: | |
| - | |
| PHONE: | |
| VEHICLE OWNER (if d | lifferent from member) |
| YEAR: | |
| MAKE: | COLOR: |
| MODEL: | SERIAL #: |
| Attachments: Picture of | the vehicle being registered |
| I agree to abide by all Cinnar within Cinnamon Lake. | non Lake Association, Inc. CC&R's, rules and by-laws as they apply to this vehicle and its operation |
| Copy of Cinnamon Lake Rul | es of the Road received (Initial and date) |
| I understand the registration a registration number is for this | and annual use stickers are to be clearly visible on the vehicle. I understand that the assigned s vehicle only. |

MEMBER SIGNATURE

Approved Oct, 2020

CINNAMON LAKE ASSOCIATION SPEC HOME AGREEMENT

The undersigned, has read the attached Rules and Regulations concerning the Cinnamon Lake Association Spec Home Policy and agrees to abide by and to be bound by such Rules and Regulations. The undersigned has also read the Declaration of Covenants, Conditions and Restrictions of Cinnamon Lake, as amended, the By-Laws thereof, as amended, the Rules and Regulations thereof, as amended, and the Architectural Guidelines of Cinnamon Lake Association, as amended (the foregoing collectively being referred to herein as the "CLA Documents" and agrees to abide by and to be bound by the CLA Documents in all respects.

The undersigned further understands that if, in the discretion of the Board of Directors of Cinnamon Lake Association, or in the discretion of its duly authorized representative, the undersigned violates any of the provisions of the CLA Documents, the undersigned will be so notified in writing of such violation. The undersigned agrees to cure such violation within forty-eight (48) hours after receipt by the undersigned of such notice. If the undersigned fails to so cure such violation as aforesaid, in the manner aforesaid, then Cinnamon Lake Association may do so, and the undersigned agrees to be liable to the Cinnamon Lake Association for all costs and expenses incurred by Cinnamon Lake Association in connection with curing such violation including, but not limited to, attorneys fees incurred, if any.

The undersigned agrees that access to and use of the common properties and facilities is restricted to himself/herself, his/her immediate family and guest of the immediate family. Furthermore, the undersigned agrees that he/she must accompany guest during the use of any common properties and facilities.

The undersigned understands that he/she must notify the Gate Office each time he/she is expecting guests and is aware that access may be denied to guests unless prior notifications is given to the Gate each time.

The undersigned agrees to pay a Five Hundred Dollar (\$500.00) spec property registration fee in the Office for the indicated property below.

The undersigned hereby agrees to indemnify and hold harmless the Cinnamon Lake Association, Inc. from any claims, loss or damages (including reasonable attorney fees) arising out of the use by the undersigned or any member of his immediate family or guests of the common properties and facilities at Cinnamon Lake.

Property Address: _____

BUILDER/MEMBER:

By: _____

Its:

CINNAMON LAKE ASSOCIATION, INC.

By: _____

Its: _____

Date: _____ Date: _____

Approved Dec, 2020