

COVENANTS AND RESTRICTIONS FOR AURORA SHORES

In addition to easement for utilities, storm drainage, right of entry, and any other public or quasi-public covenant or restriction of record, the following are restrictions of record which do and are intended to run with the land:

NOW THEREFORE, the real property herein conveyed, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which covenants and restrictions are intended to run with the land:

ARTICLE I

Definitions

Section 1. The following words when used in this Deed or any Supplemental Deed (unless the context shall prohibit) shall have the following meanings:

- (a) "**Association**" shall mean and refer to Aurora Shores Association, an Ohio non-profit corporation.
- (b) "**The Properties**" shall mean and refer to all such existing properties, and additions thereto, as are subject to these covenants and restrictions or those in any Supplemental Deed under the provisions of Article II hereof.
- (c) "**Common Properties**" shall mean and refer to those areas of land described in Exhibit "B" attached hereto and made a part hereof, those so designated in and Supplemental Deed under the provisions of Article II hereof, and those Lots or Living Units hereafter conveyed to Association and designated in such conveyance as common Properties, and Intended to be developed to the common use and enjoyment of the owners of The Properties.
- (d) "**Limited Common Properties**" shall mean and refer to those areas of land described in Exhibit "C" attached hereto and made a part hereof, those Lots or Living Units conveyed to a private club entity and designated in such conveyance as Limited Common Properties, and those so designated in any Supplemental Deed under the provisions of Article II hereof and intended to be devoted to private club purposes.
- (e) "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties and Limited Common Properties and Limited Common Properties as heretofore defined.
- (f) "**Living Unit**" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (g) "**Model Home**" shall mean any single family or multi-family dwelling unit used solely as a model for the sale of other dwelling units and having no person living within said unit.
- (h) "**Single Family Attached Dwelling**" shall mean and refer to any buildings having common walls.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgages has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(j) "Member" shall mean and refer to all those Owners who are members of Association as provided in Article III, Section 1 hereof.

(k) "Supplemental Deed" shall mean and refer to deeds recorded in the future which bring other parcels within the operation of the covenants and restrictions contained herein, or which modify or add to the covenants and restrictions in accordance with Article X, Section 1 hereof.

ARTICLE II

Property Subject to These Covenants and Restrictions

Additions Thereto

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold conveyed and occupied subject to these covenants and restrictions in the property herein conveyed, all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional lands may become subject to these covenants and restrictions in the following manner:

(a) Additions by Action of Developer. Developer, its successors and assigns, shall have the right without consent of owners or Association to bring within the scheme of these covenants and restrictions of additional properties. The Additions authorized under this and the succeeding subsection, shall be made by filing for record a Supplemental Deed with respect to the additional property which shall extend the scheme of these covenants and restrictions to such property.

Such Supplemental Deed may contain such complementary additions and modifications of the covenants and restrictions contained in this Deed as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of these covenants and restrictions. In no event, however, shall such Supplemental Deed revoke, modify or add to the covenants established by this deed within Existing Property.

(b) Other Additions. Upon approval in writing of Association, pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of these covenants and restrictions and to subject it to the jurisdiction of Association, may file for record a Supplemental Deed of covenants and restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, right and obligations of another association may, by operation of law, be added to the properties, rights and obligations of Association as a surviving Corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Deed within Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Deed within Existing Property except as hereinafter provided.

ARTICLE III

GENERAL PLAN OF DEVELOPMENT

There has been prepared by the Grantor, a General Plan of Development, showing the proposed development of the property described in this Deed and Declaration. The General Plan of Development shall not bind the Grantor, its successors and assigns, to adhere to the plan in any subsequent development of the land shown thereon, and representations of salesmen, agents, employees of Grantor or of Grantor's successors in interest shall not in any way bind Grantor, its successors in interest to adhere to the Plan in any subsequent development. It also shall be understood that the Grantor shall be free to develop such portions or sections of the lands depicted in the General Plan of Development as, in the reasonable exercise of its discretion.

It deems in the best interest of the entire development, without regard to the relative location of such portions or sections within the overall plan; that it shall not be required to follow any sections within the overall plan; that it shall not be required to follow any predetermined sequence or order of improvement and developments and that it may bring within the scheme of this Declaration additional lands, and develop the same before completing the development of the Existing Property.

ARTICLE IV

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to assessment by Association shall be a member of Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. Association shall have two classes of voting membership.

Class A. Class A members shall be all those owners as defined in Section 1, with the exception of Developer. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interest in any Lots or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. Class B members shall be Developer. The Class B member shall be entitled to four votes for each Lot in which it holds the interest required for membership by Section 1 and for every Living Unit in any Single Family Attached Dwelling owned by it until such Living Unit is first sold, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, determined on the basis of the total intended units for the entire project; or
- (b) on January 1, 1988

From and after the happening of these events, whichever occurs earlier the Class B member shall be deemed to be a Class A member entitled to one vote for each Lots or Living Unit in which it holds the interests required for membership under Section 1.

ARTICLE V

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. Developer may retain the legal title to Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of Developer, Association is able to maintain the same but, notwithstanding any provision herein, Developer hereby covenants, for itself, its successors and assigns, that it shall convey Common Properties to the Association not later than January 1, 1988, but subject to the lease on the lake land, and the land on which the recreation building is situated. Further, the recreation building shall not be deeded until such time as it is paid for by the association in the manner heretofore set forth.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created herby shall be subject to the following:

- (a) the right of Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure and
- (b) the right of Association, as provided in its Articles of Incorporation and Code of regulations to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days infraction of its published rules and regulations, and
- (c) the right of Association to charge reasonable admission and other fees for use of Common Properties; and
- (d) the right of Association to dedicate or transfer all or any part of Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by members, provided that no such dedication, transfer or determination as to the purpose or as the conditions thereof shall be effective unless as an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 4. Association shall retain Common Properties for park, recreation and open space purpose and shall maintain Common Properties. The minimum standard of maintenance shall be the keeping of non-wooded areas mowed, the keeping of wooded area trails in good repair and the keeping of Common Properties free from trash, debris and nuisance. Such recreation purposes shall include the placing of construction of recreational structure upon Common Properties.

ARTICLE VI

Limited Common Properties

Section 1. Member shall have the right to join and maintain social membership in any private club owning or operating any Limited Common Properties upon payment of required fees, dues and assessments and upon compliance with the rules and regulations of said club governing personal conduct on Limited Common Properties.

Section 2. In the event Limited Common Properties are not maintained in accordance with the minimum maintenance standard established in Section 4 of Article V above, said areas shall be deemed Common Properties for use and maintenance purposes only. The maintenance obligation of Association hereunder shall be no more than the minimum maintenance standard established in Section 4 Article V above. Said areas may again be used for private club purposes and shall thereupon be deemed Limited Common Properties for all purposes.

Section 3. Any maintenance expenses incurred by virtue of Section 2 of this Article VI, interest thereon and costs of collection thereof shall be a charge on Limited Common

Properties and shall be a continuing lien thereon. The amount of such lien shall be no more than that amount required for minimum maintenance pursuant to the standard established in Section 4 of Article V above, plus interest thereon and cost of collection thereof. Such expenses together with such interest thereon and costs of collection thereof as hereinafter provided shall also be an obligation of the owner of Limited Common Properties at the time when the expenses were incurred.

Section 4. At any time with 13 months from the payment of any maintenance expenses herein provided, Association shall mail by registered or certified mail, copies of receipted bills for such expenses to the owner or owners of Limited Common Properties.

Section 5. Subordination of the Lien, to Mortgages. The lien for maintenance expenses, interest and costs of collection provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the maintenance assessments, interest and costs of collection which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent maintenance expenses, interest and costs of collection.

Section 6. Any owner of Limited Common Properties who believe that the portion of common expenses chargeable to Limited Common Properties, has been improperly charged against his Limited Common Properties may bring an action in the Court of Common Pleas of Summit County or Portage County, Ohio, for the discharge of such lien.

Article VII

Covenant for Maintenance

Section 1. Each owner shall keep all Lots owned by him, and all improvements therein or thereon in good order and repair, including the mowing of lawns, and other appropriate external care of all improvements situated on said Lot, in a manner and with such frequency as is consistent with good property management. If in the opinion of the "Architectural Committee" as hereinafter defined, any owner fails to perform the duties imposed by this Section, the Association, after approval by a majority decision of its Board of Directors or the Grantor, and after (30) days written notice by Certified Mail to the Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot or Parcel of Land in question and to repair, maintain and restore the Lot or Parcel of Land or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a charge and a lien enforceable in the same manner as a mortgage upon the Lot or Parcel of Land in question.

ARTICLE VIII

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot and Living Unit owner by it within the Properties hereby covenants, and each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to Association: (1) annual assessments or charges, (2) special assessments for capital improvement. Such assessments are to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

Each assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of common Properties, including, but not limited to, the payment of taxes and insurance thereon, repairs, replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessment. Until the year beginning January 1972 the annual assessment shall be \$120.00 per Living Unit.

- (1) Taxes on all common property. This would include taxes on recreation buildings as well as taxes on the land.
- (2) Interest and principle payments to cover the cost of the recreation building which will be deeded to the association when the mortgage is paid off, but subject to the lease on the land.
- (3) Balance of the annual dues shall be used for maintenance of all common areas, lake maintenance, beaches, lifeguards and for any other purpose the association deems proper.

From and after January 1, 1972, the annual assessment may be increased by vote of members, as hereinafter provided, for the next succeeding three year period.

The Board of Trustees of Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessments for any year at a lesser amount, but in no event shall the assessment be less than is required to fulfill the

lease of the lake or land and recreation building the minimum maintenance obligations of these covenants and restrictions.

Section 4. In the event Association does not fulfill the minimum maintenance obligations required by these covenants and restriction, the village or municipal entity in which the land is located has the right to enforce zoning regulations requiring such fulfillment.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, Association may levy in any assessment year a special assessment, applicable that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction and unexpected repair or replacement of a described capital improvement upon Common Properties, including the necessary fixtures and persona property related thereto, provided that any such assessment shall have the assent of two thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, Association may change the maximum and basis of the periods therein specified, Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided further that the limitations of section 3 hereof shall not apply to any changes in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which Association is authorized to participate under its Articles of Incorporation and Code of Regulations, and under Article II, Section 2 hereof.

Section 7. Quorum for Any Action Authorized Under Section 5 and 6. The quorum required for any action authorized by Sections 5 and 6 hereof shall be as follows: At the first meeting called, as provided in Sections 5 and 6 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of the votes of each class of Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on July 1, 1971.

The assessments for any year, after the first year, shall become due and payable on the first of May of each year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year to twelve. The same reduction in the amount of assessment shall apply to the first assessment levied against any property which is hereafter added to the properties not subject to assessment at a time other than the beginning any assessment period. The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Duties of the Trustees. The Trustees of Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

Association shall upon demand at any time furnish to any owner liable for said assessment or any mortgagee, a certificate in writing signed by an officer of Association, setting forth the amount of unpaid assessments. Failure of Association to furnish said certificate within sixty (60) days of written demand therefore accompanied by a fee of \$5.00 sent by registered mail to the last known president, treasurer or statutory agent thereof shall discharge any lien for assessment levied prior to the date of the mailing of said demand.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. In addition to the above, Association may deny use of Common Properties and Limited Common Properties if assessments are delinquent.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Association may bring an action at law against Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall

include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 11. Subordination of the Lien, to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such assessment.

Section 12. Exempt Property. The following property subject to these restrictions shall be exempted from the assessments, charge and lien created herein:

- (a) All properties in the name of the Grantor until conveyed to an Owner as defined herein. Any transfer to a person, firm, corporation or other entity merely for the purpose of changing the form of the Grantor's ownership or for the purpose of holding said properties for sale or the construction of improvements thereon shall be deemed not to be a transfer to an Owner.
- (b) All properties, to the extent of any easement or other interest therein, dedicated and accepted by the local public authority and devoted to the public use.
- (c) All Common Properties.
- (d) All limited Common Properties except for the lien provided in Article VI hereof.
- (e) All properties exempted from taxation by the laws of the State of Ohio upon the terms and to the extent of such legal exemptions.
- (f) Property purchased by a builder in quantities of ten (10) or more lots for a period for six (6) months from date of purchase.
- (g) Model homes as defined heretofore.

ARTICLE IX

COVENANTS AND RESTRICTIONS GOVERNING LOTS OR LIVING UNITS AND WATERWAYS

Section 1. Animals. No animal or pet of any kind, with the exception of one dog and one cat per residence, may be kept or harbored on any lot or living unit except by revocable permission of Association.

Section 2. Parking of Trucks, Trailers, Boats and Mobile Homes. No owner shall allow the parking of trucks, trailers, boats or mobile homes for a period exceeding 36 hours in front of or on any premises except in an enclosed structure. No owner shall park a trailer or allow a trailer to be parked over 12 hours in front of or on a lot unless in an enclosed structure. In no case shall parking a trailer on a lot or road be allowed on a regular basis unless it is in an enclosed structure. Parking of boats on navigable waters is permissible.

Section 3. Trash or Garbage. No owner shall allow trash or garbage to accumulate on any premises except in containers that are emptied periodically.

Section 4. Trade or Business. No owner shall carry on or permit to be carried on, on any premises, any trade or business that is evident to the public or to other members of the Association.

Section 5. Signs. No signs or other advertising device of any nature shall be placed upon any lot except:

- (a) A sign advertising a dwelling for sale not in excess of 9 square feet.
- (b) By an investor of more than one lot, with one sign only at any given time not in excess of 9 square feet.

Section 6.

(a) All roofs of single family detached dwellings shall be constructed of wood shakes or a product equal in texture & appearance as judged by the Architectural Committee. In Subdivisions 10, 11 and 12, (a) shall read: Roofs of all dwellings shall be approved as to texture and color by the Architectural Committee, so that in its opinion a harmony of external design and appearance will be maintained.

(b) All single family dwellings shall have an outdoor post light which shall be kept illuminated during the hours of darkness, said post lights shall be located adjacent to the driveway and the dedicated road.

(c) On all private drives or roads leading to multi-family units or villa's there shall be installed an outdoor post light on said private drive or road where said drive or road meets the dedicated public road. These lights shall be illuminated during the hours of darkness.

(d) All single family detached dwellings including villa's must spend a minimum of \$100.00 for landscaping, other than ground cover, within one (1) year after occupying the house.

(e) All drives must be made of a hard surfaced material such as asphalt or concrete and must be hard surfaced within one (1) year after initial occupancy.

(f) No garage or structure may be built on a lot unless it is attached to the house.

(g) One construction commences, same must be completed within six (6) months.

Section 7. Waterways.

(a) There will be no limit on horsepower permitted on the lake.

(b) No motorboats over 20' in length shall be permitted on the lake.

(c) Owners must adhere to all rules and regulations governing the waterways, established by the Aurora Shores Association.

(d) No sailboats over 23' in length shall be permitted on the lake.

ARTICLE X

ARCHITECTURAL CONTROL MEETING

Section 1. Review by Committee. No building, docks, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior additions to or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees of Association, or by an architectural committee composed of three (3) or more representatives appointed by the Trustees. In the event said Trustee or designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval will not be required and this Article X will be deemed to have been fully complied with. This section shall not apply to Developer.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions reserved in this deed shall run with and bind the land, and shall insure to the benefit of and be enforceable by Association, the owner of any land subject to these covenants and restrictions, their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date this Deed is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the Lots of Living Units has been recorded to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds requirement,

when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted: Provided however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of these reserved covenants and restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; failure by Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Trustees. Any action to be taken by Association pursuant to these easements, covenants, restrictions, charges and liens shall, unless otherwise specified to the contrary, be taken by the Trustees of Association.

Section 5. Right of Entry Upon Default. Developer reserves and is granted the right, and hereby grants to Association in case of any violation or breach of any of the restrictions, covenants and easements contained in this Deed, the right to enter the property upon or as to which such violation or breach exists, and to summarily abate and/or remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, as interpreted by Association, and Association or its agents shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure or delay to enforce any of the restrictions, covenants and easements contained in this deed, shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any new, subsequent, further or succeeding breach or violation thereof.

Section 6. Right of Owners Upon Default. Owners, interested parties, occupants, lessees or tenants of Lots or Living Units who are in default as to any of the covenants and restrictions herein shall have no right to use or benefit from any of Common Properties or Limited Common Properties, utilities or assets of Association, but if rights, benefits, utilities or assets are used by or extended to such persons, Association shall not be stopped from a later revocation thereof, nor be liable in damages for such revocation. Any denial of use shall not diminish any obligation of defaulting parties hereunder.

Section 7. Notices of Mortgages. Any Owner who mortgages his Lot or Living Unit shall notify Association, in such manner as Association may direct, of the name and address of his mortgagee and thereafter shall notify Association of full payment,

cancellation or other alteration in the status of such mortgage. Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 8. Severability. The invalidity of any covenant, restriction, easement charge line or any other provision of these easements, restrictions and covenants or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these easements, restrictions or covenants.

Section 9. Perpetuities and Restraints on Alienation. If any of the options, privileges, restrictions, covenants, easements or rights created herein shall be unlawful or void for violation of (a) the rules against perpetuities of some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common laws rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Joseph Kennedy, father of the late President John F. Kennedy.

ARTICLE XII

EASEMENTS

Section 1. Easements and rights-of-way are hereby expressly reserved to Grantor, its successors and assigns, in, on, over and under the "easement area", as hereafter defined, of each Lot, for the following purposes:

- (a) For the erection, installation, construction and maintenance of (1) poles, wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities, and (2) storm-water drains, land drains, public and private sewers, pipelines for supplying gas, water and heat and for other public or quasi-public utility facility, service or function, whether above ground or underground, and
- (b) For slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by Grantor, its successors and assigns, or which might create erosion or sliding problems, or change, obstruct or retard drainage flow.

Grantor and its respective agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved.

Grantor shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street to a slope of 2 to 1, but there shall be no obligation on either of them to do such grading or to maintain the slope.

Section 2. The term “easement area”, as used herein, shall mean or refer (I) to those areas on each Lot with respect to which easements are shown on the recorded subdivision plat relating thereto; or (II) if no easements are shown on any such plat, to a strip of land within the lot line of each Lot ten (10) feet in width in the front and rear of the Lot and five (5) feet in width on each side, each said distance being measured in each case from the lot line toward the center of the Lot.

ARTICLE XIII

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. No lot or Living Unit shall be used for other than residential purposes. No dwelling designed and intended for single family use may be rented to students, boarders or others at the same time as it is used by another family, and shall be used for single family purposes.

Section 2. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the Existing Properties.

Section 3. No clothing or any other household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Committee. No machinery shall be placed or operated upon any Lot except machinery as is usual in maintenance of a private residence.

ADDENDUM RULES AND REGULATIONS

Section 1. “At no time shall tents, camping, camping-related equipment or any type of portable living quarters be permitted to be used on any of the property within the Aurora Shores Community. At no time will any of the above be permitted in said community at all, whether used or not, unless enclosed in a house or other permanent, Architectural Committee approved dwelling unit.”

Section 2. “There shall be no T.V. antennas permitted on the exterior of any multi-family unit including townhouses, apartments and villas.”

MOST COMMONLY APPLIED COVENANTS AND RESTRICTIONS

COVENANTS AND RESTRICTIONS GOVERNING LOTS OR LIVING UNITS AND WATERWAYS

ANIMALS. No animal or pet of any kind, with the exception of one dog and one cat per residence, may be kept or harbored on any lot or living unit except by revocable permission of Association.

PARKING OF TRUCKS, TRAILERS, BOATS AND MOBILE HOMES. No owner shall allow the parking of trucks, trailers, boats or mobile homes for a period exceeding 36 hours in front of or on any premises except in an enclosed structure. No owner shall park a trailer or allow a trailer to be parked over 12 hours in front of or on a lot unless in an enclosed structure. In no case shall parking a trailer on a lot or road be allowed on a regular basis unless it is in an enclosed structure. Parking of boats on navigable waters is permissible.

TRASH OR GARBAGE. No owner shall allow trash or garbage to accumulate on any premises except in containers that are emptied periodically.

TRADE OR BUSINESS. No owner shall carry on or permit to be carried on, on any premises, any trade or business that is evident to the public or to other members of the Association.

SIGNS. No signs or other advertising device of any nature shall be placed upon any lot except:

- (a) A sign advertising a dwelling for sale not in excess of 9 square feet.
- (b) By an investor of more than one lot, with one sign only at any given time not in excess of 9 square feet.

LIVING UNITS

(a) All roofs of single family detached dwellings shall be constructed of wood shales or a product equal in texture and appearance as judged by the Architectural Committee.

In Subdivisions 10, 11 and 12, (a) shall read:

Roofs of all dwellings shall be approved as to texture and color by the Architectural Committee, so that in its opinion a harmony of external design and appearance will be maintained.

(b) All single family dwellings shall have an outdoor post light which shall be kept illuminated during the hours of darkness, said post lights shall be located adjacent to the driveway and the dedicated road.

(c) On all private drives or roads leading to multi-family units or villas there shall be installed an outdoor post light on said private drive or road where said drive or road meets the dedicated public road. These lights shall be illuminated during the hours of darkness.

- (d) All single family detached dwellings including villas musts spend a minimum of \$100.00 for landscaping, other than ground cover, within one (1) year after occupying the house.
- (e) All drives must be made of a hard surfaced material such as asphalt or concrete and must be hard surfaced within one (1) year after initial occupancy.
- (f) No garage or structure may be built on a lot unless it is attached to the house.
- (g) Once construction commences, same must be completed within six (6) months.

WATERWAYS

- (a) There will be no limit on horsepower permitted on the lake.
- (b) No motorboats over 20' in length shall be permitted on the lake.
- (c) Owners must adhere to all rules and regulations governing the waterways, established by the Aurora Shores Association.
- (d) No sailboats over 23' in length shall be permitted on the lake.

ARCHITECTURAL CONTROL COMMITTEE

Review by Committee. No building, docks, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior additions to or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees of Association, or by an architectural committee composed of three (3) or more representatives appointed by the Trustees. In the event said Trustee or designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval will not be required and this Article X will be deemed to have been fully complied with. This section shall not apply to Developer.

THE CONSTITUTION OF THE AURORA SHORES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I. NAME

The organization shall be known as the Aurora Shores Homeowners Association, Inc.

ARTICLE II. PURPOSE

The purpose shall be to establish the rules and regulations by which this Association shall be governed. In support of these rules and regulations, the Articles of Incorporation of the Aurora Shores Homeowners Association, Inc. and the Deed Restrictions pertaining to the property in the subdivision are hereby attached and adopted.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Members of the Association defined in Section 1. Article IV of Deed Restrictions shall be “Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot or Living Unit which is subject by covenants of records to assessment by Association shall be a member of Association, provided that any such person or entity who hold such interest merely as a security for the performance of obligation shall not be a member.”

Section 2. Every Lot or Living Unit owned by Developer (Class A voters) shall be entitled to one vote. Every Lot or Living Unit owned by Developer (Class B voters) shall be entitled to four votes. Except that when the total votes outstanding amount the Class A votes equal the total votes outstanding in Class B votes or on January 1, 1988, whichever event comes first, the Class B category shall cease to exist, and class B voter will become Class A voter, entitled to one vote for each Lot or Living Unit.

Section 3. Only members in good standing shall be eligible to vote.

ARTICLE IV. ANNUAL ASSESSMENT

Section 1. An assessment shall be levied upon the members, annually, to provide funds for the operation of the Association. The amount of the assessment shall be established in accordance with the formula specified under Article VII of the Deed Restrictions.

Section 2. The assessment shall become due and payable on the first day of May of each year.

ARTICLE V. FISCAL YEAR

The fiscal year shall be from the first day of May to the last day of April.

ARTICLE VI. TRUSTEES

Section 1. The governing body of the Association shall be known as the Board of Trustees, consisting of five (5) individuals.

Section 2. Of the initial Board, three (3) Trustees shall serve a two year term, commencing with the fiscal year beginning May 1, 1972. Thereafter, Trustees shall be elected replacing those whose terms have expired.

Section 3. Any vacancy on the Board created during the fiscal year shall be filled by appointment of the remaining Trustees to serve the unexpired term. In the event the Trustees cannot agree to an appointee, a special election shall be called to elect a trustee.

Section 4. The Trustees shall designate among themselves the officers of the Association.

Section 5. The Officers shall designate rules for the day-to-day operation of the Association.

Section 6. If a Trustee misses 2 of 3 consecutive monthly meetings or 4 meetings within a 12 month period he may be removed from office by the majority vote of the Trustees.

Section 7. You must be a resident and a homeowner to be a member of the Board of Trustees.

ARTICLE VII. DUTIES OF OFFICERS

PRESIDENT: The President, as Chairman, shall preside at all meetings of the Association and the Board of Trustees. He shall enforce a due observance of the By-laws and Standing Rules and offer for consideration all motions regularly made. The President shall be an ex-officio member of all Standing and Special Committees with the exception of the Nominating Committee.

VICE PRESIDENT: The Vice President shall assume the duties of the President in his absence and shall perform such other duties as assigned by the President.

SECRETARY: The Secretary shall record the minutes of the Aurora Shores Homeowners Association, Inc. and the Board of Trustees. He shall conduct correspondence for the group, serve notice of meetings, and maintain a roll of the membership.

TREASURER: The Treasurer shall keep a full account of all monies received, prepare a budget for approval by the Board of Trustees, and disburse funds as authorized in the budget. He shall keep a list of members in good standing. He shall present a report at all annual and special Association Meetings and Board of Trustee meetings.

SECOND VICE-PRESIDENT: Duties of the Second Vice-president shall be determined by the Board of Trustees.

ARTICLE VIII. NOMINATING AND ELECTION

Section 1. A Nominating Committee consisting of five members shall be appointed by the Trustees not less than sixty days prior to the date of the annual meeting.

Section 2. Two members of the Nominating Committee shall be Trustees and three shall be appointed from the general membership.

Section 3. The Nominating Committee shall choose its own Chairman.

Section 4. The committee will post a slate of the required number of nominees no less than thirty days before the annual meeting.

Section 5. Nominations may be made from the floor at the annual meeting. No name shall be placed in nomination without the consent of the candidate. Any person can submit their resume prior to the annual meeting.

Section 6. Elections shall be by ballot cast at the designated polling place on the second Saturday following the Annual Homeowners' Meeting. The poll hours shall be from 12:00 noon until 8:00 p.m.

If the election day falls on a holiday weekend, the election may be postponed one week by a unanimous vote of the Board of Trustees.

Section 7. Newly elected Trustees shall commence their terms on the first day of the fiscal year following the date of the annual meeting.

Section 8. Trustees may be recalled through a special election. A special election will be scheduled on the second Saturday following presentation to any Trustee not being removed, of a petition signed by 10% of the Homeowners eligible to vote, and dated by the signers within the consecutive 30-day period prior to submission.

The special election shall be solely for the purpose of voting on whether the Trustee shall stay in office or be removed. A majority of those voting as provided in Article III shall determine the issue.

A Trustee subject to a recall election shall not be subject to another recall vote until six months have elapsed from the previous recall election.

ARTICLE IX. ABSENTEE BALLOTS

Absentee ballots will be available until the Thursday prior to the election and must be returned prior to the closing of the polls on election day.

ARTICLE X. MEETINGS

Section 1. The annual meeting will be held on the second Thursday in April of each year.

Section 2. Special meetings may be called by the President as required.

Section 3. The membership shall be notified by mail at least thirty days in advance of all meetings.

Section 4. A semi-annual homeowners' meeting will be held the first Thursday of each November.

Section 5. Regular monthly homeowners' meetings will be held on the second Monday of each month.

ARTICLE X. QUORUM

Section 1. Quorum for purposes of Special Assessments for Capital Improvements and Change in Basis and Maximum of Annual Assessments shall be determined by reference at Article VIII, Section 7 of the Deed of Restrictions.

Section 2. Quorum for all other purposes shall be one-fifth of the eligible membership of the Association.

ARTICLE XII. COMMITTEES

Section 1. Chairman of all committees except the Nominating Committee shall be appointed by the Trustees.

Section 2. Chairmen shall select their own committee men or women.

ARTICLE XIII. ORDER OF BUSINESS

The order of business shall be as follows:

1. Meeting called to order
2. Reading of the minutes of the previous meeting
3. Treasurer's report
4. Correspondence
5. Report of Officers and Committees
6. Unfinished business
7. New business
8. Adjournment

ARTICLE XIV. AMENDMENTS

This constitution may be amended by a two-thirds vote of all eligible members present, the proposed amendments having been submitted in writing not less than thirty days prior to the date of the meeting.

ARTICLE XV. PARLIAMENTARY AUTHORITY

Robert's Rules of Order shall govern the proceedings of this Association subject to special rules which may have been or may be adopted.

ASHA RULES AND REGULATIONS

The annual homeowners' dues and applicable fees must be paid in full in order for the homeowner to be a member in good standing in the ASHA. Upon payment in full of these amounts, the homeowner will receive a tag for each person living in the home. Special rules apply to rental situations; see rules applying to renters.

Homeowners or renters using the common areas and /or facilities are required to show their ASHA tags to lifeguards, security personnel, or when approached by anyone wishing to use the facility.

Guests are permitted to use the facilities and common property if they are accompanied by an ASHA member or if they have a guest tag.

Mail boxes must be the standard approved by the U.S. Postal Service.

A single paper box, without advertising, attached to the mail box post, is permitted.

Off the road power vehicles are not permitted to be operated within 1,000 feet of any living unit.

Homeowners will be charged a \$20 service fee for any returned checks.

Vehicles which detract from the appearance of the neighborhood are not permitted unless parked in an enclosed structure.

ARCHITECTURAL

OVERVIEW:

The ASHA Architectural Committee is responsible for the approval of all plans submitted concerning exterior additions or changes to existing property as well as new housing units.

The Committee's goal is to protect property values and maintain the integrity of our community by helping to enforce and administer the rules and regulations summarized in the real estate deed as "Covenants and Restrictions".

The Committee is appointed by the Trustees and consists of residents within the Shores who are volunteers.

GUIDELINES:

Before the beginning of any project, a homeowner must submit plans to the Architectural Committee for approval. The plans should include the following:

1. A plot plan showing the relationship of the project to the existing structure and property plot lines.
2. Elevations – Views from various sides.
3. Floor plans – Detailing dimensions.
4. A list of exterior materials and finishes.
5. A complete description of the project – example photos are always very helpful.
6. Three sets of the above – Two will be returned to you once approved.

Note: It is not mandatory that the homeowner or his builder be present for the review meeting, but it is helpful when questions arise to be available. Possible delays may be prevented.

The following criteria will be used to review plans:

1. Material consistency to be connected structure including color and texture.
2. Adherence to building codes of the State of Ohio.
3. How well the construction will fit into the environment of the Shores, and any other visual impact the project may have on the neighborhood.

LOCAL GOVERNMENT

Plans must also be submitted to the Village of Reminderville or the City of Aurora for review, and a building permit must be obtained.

CONSTRUCTION

When plans are finally approved, construction must begin within six months and be completed within one year. Otherwise, a new set of plans must be resubmitted for approval.

REPLACEMENT

Any replacement construction of 50% or more of the original structure requires submission of new plans.

MISCELLANEOUS

FENCES: The following fences have been generally accepted: split rail within property lines at a maximum height of four feet with gates for emergency purposes where the fence adjoins the house; ornamental fences not over 18 inches in height; privacy fences (board-on-board) at the patio not over six feet high and up to two 15-foot length sections. A four inch clearance under the fence is recommended for weed control. A two foot clearance from the house is required for emergency purposes.

The following fences have not been accepted: chain link, barbed wire, electrically charged, snow fences or others not generally accepted above. Dog runs are not permitted unless attached to the house and not visible to the street or neighbors.

DRIVEWAYS AND WALKS: Asphalt or concrete for drives are acceptable and concrete for sidewalks is approved.

Loose stone, gravel, or surfaces of wood or brick are not acceptable.

DOGHOUSES: Doghouses will be approved if attached to the house, not visible from the street, and if plans are submitted for architectural review.

PLAYHOUSES: Playhouses must be less than 25 square feet, collapsible for seasonal storage, and not built with nails. (Season – June through November) They should not be visible from the street.

PLAY EQUIPMENT. All stationary play equipment such as playhouses, trampolines, swings, etc. should be placed so that they are not visible from the street. All mobile toys should be stored out of sight when not in use.

DECKS: As an addition to a house, a deck is to be designed in harmony with the dwelling. The finish should match existing structure. The deck may not pass the side boundaries of the dwelling to which it is attached.

When detached, as part of a dock, the above guidelines still apply.

DOCKS: Docks are not to exceed 20 feet in length and shall not extend more than 24" past the shore line if located on a channel. The dock should be located wisely on a property so as not to hinder channel traffic.

ROOF CHANGES: Roof changes should be consistent with the materials commonly seen in Aurora Shores.

ADDITIONS: An addition should appear to be a part of the original structure when completed. Boundaries of the addition need to be consistent with that of new construction, i.e. no extension of a house may be closer than 10 feet from a homeowner's property line.

FLAG POLE

A maximum height of 20 feet, with a three by five foot flag permissible. A pole of two to three inches at the base must be installed in concrete (minimum of three feet deep).

SATELLITE DISHES OR TELEVISION ANTENNAS

Small satellite dishes are permitted if placed inconspicuously.

BOAT LIFT APPROVAL REQUIREMENTS

1. Plans must be submitted to the ASHA Architectural Committee and approved prior to installation of any lift.
2. Building permits are required in Reminderville.
3. Only submerged lift units are permitted. No overhead cranes or davits are allowed.
4. Canopies, if used, must be of a single color canvas-type material.
5. Outermost edge of lift must be clearly marked in channels for proper visibility. Solar/battery operated (i.e. automatic anchor lights) or low voltage is recommended using the "red right returning" convention in channel areas.
6. No power, other than low voltage (12V) is permitted at the lift site.
7. Edge of lift cannot extend beyond 12 feet from channel shoreline measured at normal water level.
8. Lifts must be kept in good repair and constructed from aluminum or stainless steel to avoid rust.
9. Lift installation must be level and adequately supported by all four legs
10. Lifts must be properly stored (in a manner similar to trailers) when not in use.
11. Homeowner is liable for improper use, installation or maintenance.

BEACH AND POOL

Members using the beach or pool will be required to display property identification.

ASHA does not accept responsibility for valuables.

No one is permitted in the pool unless a lifeguard is on duty within the pool area. Any use of the pool at times other than regularly scheduled hours is expressly forbidden.

Any lake swimming other than when a lifeguard is on duty, is at the swimmer's own risk.

In order to insure safety, the lifeguard may require a swimmer to demonstrate his swimming skills by swimming two lengths of the pool without stopping. Those who cannot pass this test must remain in shallow water.

Pool furniture may not be removed from the deck area.

Children under 10 years of age must be accompanied by and watched by a responsible person of at least 13 years of age.

All injuries and accidents must be reported to a lifeguard immediately.

Persons suffering from communicable disease, skin disease, sores, or fungus infections, etc., are prohibited from using the pool.

Except for Seeing Eye Dogs, pets are not permitted within the fenced area of the pool or on the beach.

All littering is strictly prohibited. Offenders may be asked by the lifeguard to leave the beach or pool.

Glass containers are prohibited.

Only one person is permitted on the diving board at a time and it is to be used solely for diving. Watch for swimmers in the water near the diving board. No walking backwards on the board. Only one bounce per dive. Use of the diving board will be at your own risk.

Free floating supports, rafts, balls, etc., will be permitted in the pool at the discretion of the lifeguard. Beach toys are not to be used as life preservers.

There will be a ten-minute rest period every hour, during which, only persons 16 years of age or older may use the pool. The lifeguard, at his discretion, may occasionally increase this period for adult swimmers and/or allow parents to work with children on a one-on-one basis.

Lifeguards are authorized to restrict any behavior they judge as unsafe or disruptive.

Horseplay is not permitted in the pool areas or on the beach.

The pool and lake will be closed during inclement weather.

Children under 7 years of age must wear life jackets when in the water at the beach.

All people using the pool or beach must be in proper swimming attire. Hemmed cutoffs are acceptable.

A roped-in area is provided at the Marina beach for swimmers and is protected by lifeguards. Swimming beyond this area is at your own risk.

In the event of an emergency, all patrons will be asked to clear the swimming area.

Lifeguards are not responsible for guarding the wading pool. Children in the wading pool must be supervised by an adult at all times.

Lifeguards are responsible for the enforcement of all the above rules and any new rules which may be adopted at a later date. The failure to abide by these rules may result in suspension of pool or beach privileges. Visiting with on-duty lifeguards is prohibited.

Alcohol and controlled substances are not permitted at the pool areas or at the Marina beach area.

Smoking is not permitted in the Tradewinds Clubhouse.

Guests must be accompanied by an ASHA member displaying current membership tags.

LAKE AND CHANNEL

The use of the lake is at one's own risk.

The Trustees reserve the right to suspend lake privileges when a person's conduct unreasonably endangers others.

All water craft required to be registered by the Ohio Department of boat registration, and windsurfers, must display an ASHA decal on the upper right side of the stern. The homeowner must have his current Ohio Boat Registration, Title, and proof of in-effect liability insurance, when applying for the required decal. This application may be done by mail (if the same boat, registration, and OH numbers have been registered the previous year), or in person, during the designated registration period. Renters may apply for a decal by paying an additional \$100 fee with written approval from their landlord (homeowner) and displaying Registration, Title, and insurance as above. The Title may be in the name of the tenant.

In no case shall a homeowner be permitted to register more than two power boats, and one of these two power boats must have a maximum horsepower of twelve or less.

The maximum speed shall be 25 MPH on Aurora Lake. Boats moving in the channels and buoyed areas shall go at a speed that does not create a wake (water cupping) at the shoreline.

Skiing between the hours of sunset and sunrise is prohibited.

Boats pulling water skiers shall proceed in a counter-clockwise direction only.

An observer is required to be present in addition to the boat operator on the towing watercraft. The observer shall watch the progress of the water skier at all times. The boat operator must watch boat traffic at all times. The observer must be 10 years of age or older.

Water skiing within 100 feet of shore is prohibited.

No more than two skiers, bobbers, tubers, etc. shall be pulled from one boat.

Downed skiers should raise one ski in the air to avoid an accident. When a skier falls or lets go of the rope, the observer must raise an orange safety flag to alert other boaters in the immediate area. The observer will continue to hold up the flag until the skier is safely in or beside the boat. All boaters should be on the look-out for skier safety flags and downed skiers.

Power boats shall extend right of way to boats without power.

No boats or automobile parking is permitted on the grass area at the Marina.

There shall be no refuse dumped in the lake.

Homeowners may be held liable for the actions of their family and guests.

All Ohio boating laws (including ODNR Watercraft Laws of Ohio – Annotated Revised Code Chapters 1547 and 1548, complete to August 15, 1986, and all subsequent revisions) are in effect on Aurora Shores waterways. These laws will be enforced by the ASHA Lake Patrol. Violators are subject to fines and/or suspension of lake privileges.

Motorized vehicles are prohibited on frozen channels and lakes.

No jet skis or other similar motorized personal watercraft are permitted on the lake or channels.

No boats, trailers, or vehicles of any sort are permitted to park overnight at the Marina.

Any person using a wind surfer on Aurora Lake must wear an approved life jacket.

Children less than 10 years old must wear a personal flotation device. Any person wearing a cast while on board any boat must wear an approved life jacket.

Para-sails are not permitted on Aurora Lake.

No motorboats over 20' in length shall be permitted on the lake.

No sailboats over 23' in length shall be permitted on the lake.

Minimum size limit on fish is as follows: Northern Pike 22", Large Mouth Bass 15", Large Mouth Bass of any size cannot be taken from the lake until after June 15th to allow time for spawning.

AURORA LAKE ASSOCIATION (ALA) RULES

No boat will be permitted to enter or be upon Aurora Lake unless it is registered by a member in good standing of ASHA or Hawthorne, with their respective Homeowners Association. Unauthorized boats will be prosecuted for trespassing and the homeowner may lose their lake privileges.

- (a) An Ohio boat registration is required and necessary at all times.
- (b) Boats are registered with their respective associations. The homeowners must have his current Ohio Boat Registration Title and proof of in-effect liability insurance, when applying for the required decal.
- (c) In no case shall a homeowner be permitted to register more than two powerboats, and one of these two powerboats must have a maximum horsepower of twelve or less.
- (d)
- (e) No motorboats over 20' in length shall be permitted on the lake.
- (f) No sailboats over 23' in length shall be permitted on the lake.
- (g) Rowing shells are exempt from length limits.
- (h) No jet skis, or other similar motorized personal watercraft are permitted on the lake and channels.
- (i) A \$25.00 surcharge will be assessed for boats with motors of 10HP or more. The surcharge for all other watercraft will be \$10.00.

(j) As a condition for permission to obtain boating privileges, boat owners must present a comprehensive liability insurance policy with minimum liability coverage as required by respective Homeowners Association in 2000. For years 2001 and beyond, privileges will require a minimum of \$300,000 liability coverage for all non-motorized watercraft and motorized watercraft with trolling motors only. All other watercraft requires \$1,000,000 liability coverage. The “additional named insured” language formerly required is no longer required.

II. Any use of Aurora Lake by a homeowner, family member or guest is at their own risk. Homeowner assumes all liability and responsibility for their invited guests as well as their own activities while on Aurora Lake.

(a) Trustees reserve the right to change rules and regulations at their option without notice.

(b) The trustees reserve the right to suspend lake privileges when a person's conduct unreasonably endangers others.

II. All Ohio boating laws (including ODNR Watercraft Laws of Ohio – Annotated Revised Code Chapters 1547 and 1548, and all subsequent revisions, in addition to the following rules are in effect on Aurora Lake and channels. Violators are subject to fines through criminal prosecution and/or suspension of lake privileges.

(a) Maximum speed shall be 35 MPH on Aurora Lake.

(b) Boats moving in the channels and buoied areas shall proceed at “No Wake” speed.

(c) The north and south ends of the lake are fishing and wildlife areas. Observe all “No Wake” buoys.

(d) Skiing is prohibited between sunset and sunrise except upon special permit. Consult an official sunrise-sunset table for the local area for exact times.

(e) Boats under power in the “Open Zone” in the center of the lake shall proceed in a counter-clockwise direction except when a person has fallen overboard or when a skier has fallen, and then only for the purpose of retrieving the fallen person.

(f) Boats under power in the “Special Ski Zone”, extending from the Hawthorn point North within 200' of the eastern shore to the North shore and marked by buoys, may operate in a bi-directional manner parallel to the shoreline between sunrise and 10AM, when traffic and surface conditions permit. Use is available to all members of ALA in good standing and limited to one boat at a time and coordinated by the parties using the zone. Activities include bare footing, slalom skiing, wakeboarding and other forms of watercraft-towed recreation.

(g) No person shall operate a watercraft within or through a designated “Open Zone” and “Special Ski Zone” between the hours of sunrise EST and sunset EST at a greater speed than is reasonable, having due regard to traffic, surface and any other hazardous conditions then existing within the “Open Zone” and “Special Ski Zone”, but from sunset EST to sunrise EST watercraft speed shall not exceed ten (10) miles per hour within or through the “Open Zone” and “Special Ski Zone”.

- (h) Any person who operates a vessel towing a skier shall have an observer ten years of age or older in the vessel who shall at all times observe the skier. The vessel operator shall observe the traffic pattern.
- (i) Unsafe operation includes operating a watercraft less than 200 feet behind a water skier.
- (j) Water skiing within 100 feet of shore is prohibited.
- (k) No more than two skiers, bobbers, tubers, etc., shall be pulled from one boat.
- (l) Downed skiers should raise one ski in the air to avoid an accident. When a skier falls or lets go of the rope, the observer must raise an orange safety flag to alert other boaters in the immediate area. The observer will continue to hold up the flag until the skier is safely in or beside the boat.
- (m) All boaters should be on the lookout for skier safety flags and downed skiers.
- (n) Any person using a wind surfer on Aurora Lake must wear an approved life jacket.
- (o) Children less than 10 years old must wear a personal flotation device. Any person wearing a cast while on board any boat must wear an approved life jacket.
- (p) Powerboats shall extend right of way to boats without power.
- (q) Litter shall not be discarded improperly from any vessel regardless of intent.
- (r) Para sails are not permitted on Aurora Lake.
- (s) Minimum size limit on fish is as follows: Northern Pike 22", Large Mouth Bass 15", Large Mouth Bass of any size cannot be taken from the lake until after June 15th to allow time for spawning.
- (t) Motorized vehicles are prohibited from operation on frozen lake waterways and adjoining banks.

TENNIS

Players must display ASHA tag if requested.

Tennis shoes must be worn while using the tennis courts.

Spectators and other non-players are not permitted on the court. Lines people and other tournament officials are permitted.

Play is limited to one hour if others are waiting, with the exception that an official tournament match may be played to conclusion.

Misuse of equipment, such as leaning on nets, climbing fences, etc., is prohibited.

After 6:00PM, Monday thru Friday, the courts are intended for use by adults. During those periods, one person on the court must be at least 16 years old if others are waiting.

Observe tennis etiquette. Do not disturb other courts (i.e. chasing balls) until players have completed a point.

Doubles play is encouraged. However, no more than four players are permitted on a court at anytime.

Bicycles, skates, and other non-tennis items are prohibited.

The marina court closest to the lake is reserved for officially scheduled tournament matches during the posted times as shown on the tennis bulletin board.

AURORA SHORES HOMEOWNERS ASSOCIATION

Rules and Regulations

Boat Ramp and Lake Use Policy:

1. Homeowners who are in good standing with the Association or their authorized tenants are permitted to use the boat ramp and lake facilities.
2. Homeowners and/or tenants who do not properly register their watercraft in accordance with the Lake and Channel Rules and Regulations may not use the boat ramp.
3. Homeowners and/or tenants who use the boat ramp without registering their watercraft in accordance with the Lake and Channel Rules and Regulations will be fined \$100.00 per week until the watercraft is properly registered. If the watercraft is not properly registered in a reasonable period of time, it may result in the loss of boat ramp and lake privileges for no less than 2 weeks and no greater than the remainder of the season.
4. Homeowners and/or tenants who do not properly register their watercraft in accordance with the Lake and Channel Rules and Regulations may not use the lake.
5. Homeowners and/or tenants who use the lake without registering their watercraft in accordance with the Lake and Channel Rules and Regulations will be fined \$100.00 per week until the watercraft is properly registered. If the watercraft is not properly registered in a reasonable period of time, it may result in the loss of boat ramp and lake privileges for no less than 2 weeks and no greater than the remainder of the season.
6. Boat registration in accordance with the Lake and Channel Rules and Regulations is nontransferable and tags, decals, and/or stickers that identify a properly registered watercraft may not be used on a boat that is not the one registered.
7. Homeowners and/or tenants who transfer their registration materials, such as a tag, decal, and/or sticker, to an unauthorized boat will be fined \$100.00 per week until the watercraft is properly registered or removed. If the watercraft is not properly registered or removed in a reasonable period of time, it may result in the loss of boat ramp and lake privileges for no less than 2 weeks and no greater than the remainder of the season.
8. When the loss of lake privileges results for any reason, the homeowner and/or tenant's watercraft must be removed from the lake. Failure to remove the watercraft after a reasonable period of time may result in towing the boat at the owner's expense.

Truck/Trailer/Camper Policy:

1. Homeowners or their authorized tenants who allow trucks, trailers, and/or campers to be parked for longer than 36 hours in front of or on any premises, except in an enclosed structure, shall be served with a violation letter.

2. The homeowners and/or tenants will have 10 days to remove the trailer and/or camper.
3. If the violation is not corrected within 10 days of receipt of the violation letter, a \$100.00 fine will be assessed each week until the trailer and/or camper is removed.
4. The exception to these rules is that trailers for boats properly registered in accordance with the Lake and Channel Rules and Regulations are permitted during boating season, which is defined as April 15th through October 31st.
5. This rule includes a “commercial truck” which is defined as a truck used for transporting goods or paid passengers and either belongs to a company or corporation and/or is used for business purposes. A truck with commercial plates will be considered a “commercial truck.” A box truck (defined as a truck with a cube-shaped cargo area) will be considered a “commercial truck.” A truck with a corporate logo or reference will be considered a “commercial truck.” A standard personal pick-up truck is exempt from this rule.
6. This rule includes a “commercial trailer” which is defined as a trailer used for transporting goods and either belongs to a company or corporation and/or is used for business purposes. A trailer with commercial plates will be considered a “commercial trailer.” A utility trailer will be considered a “commercial truck.” A trailer with a corporate logo or reference will be considered a “commercial truck.”
7. Homeowners or their authorized tenants, who allow commercial trucks or trailers to be parked for longer than 36 hours in front of or on any premises, except in an enclosed structure, shall be served with a violation letter.
8. The homeowners and/or tenants will have 10 days to remove the truck and/or trailer.
9. If the violation is not corrected within 10 days of receipt of the violation letter, a \$100.00 fine will be assessed each week until the truck and/or trailer is removed.

Recreational Facilities Policy:

1. Homeowners who lease their property must lease the entire property and all amenities that attach to the property and may not use the Common Elements, including but not limited to the pool, beach, clubhouse, park, and lake facilities.

AURORA SHORES HOMEOWNERS ASSOCIATION, INC.

Keycard Rules & Responsibilities

These rules are intended to ensure the continued operation and maintenance of the Associations amenities and protect the health, safety and welfare of the residents, guests and authorized users. Residents issued an access card must comply with all Association rules.

- “Resident” shall be defined as a homeowner or authorized lessee, tenant, or roommate who resides in a home located within the Aurora Shores Homeowners Association.
- “Household” shall be defined as all residents and authorized occupants (including but not limited to family members, children, and roommates) residing within a home within the Aurora Shores Homeowners Association.

1. Each initial keycard per household will be free of charge.
 - a. Replacement keycards - Will be an additional charge to the household at \$25.00 per keycard.
 - b. Nanny Pass - Will be an additional charge to the household at \$25.00 per keycard; and will be restricted to summer access only.
2. Applicants for keycards must provide proof that they are a resident within the Aurora Shores Homeowners Association by providing the required form(s) of identification.
 - a. Driver’s license or State Issued Photo ID
 - b. Utility bill or rental agreement referencing a specific property address located within Aurora Shores Homeowners Association.
3. Residents and their minor children over the age of thirteen (13) are eligible to receive a keycard.
4. Household minors ages fourteen (14) through eighteen (18), must be accompanied by an adult resident in order to be issued an access keycard.
5. New homeowners, residents, and children turning age fourteen (14) must contact the designated management company in charge to arrange for keycard registration.
6. Falsification of age is prohibited and subject to penalty or deactivation of access card at the discretion and approval of the Board.
7. Nanny passes may be obtained by a household, for summer access. The Nanny passes will require a picture of the children for whom the Nanny is responsible for supervising.
8. All lost or stolen keycards must be reported immediately to the designated management company in charge.
9. Household occupants who refuse to register for a keycard shall waive their right to access certain amenities, including but not limited to the pool facilities.
10. A photograph will be taken of each resident applying for a keycard for identification purposes. The photograph will not be printed on the actual keycard, but will be stored in the software system database linked to each keycard. All photographs shall be protected from unauthorized access and distribution.
 - a. Households must renew their photos with the association once every 3 years.
11. Keycards are not transferable and keycards found in the possession of unauthorized persons will be deactivated.
12. Keycards remain the property of the Aurora Shores Homeowners Association at all times, and must be surrendered upon request.
13. Lessee’s or tenant’s keycard will be deactivated at the end of the rental lease agreement.
14. No one may allow non-residents to use his or her keycard.
15. No one may use a Keycard not registered to him or her.
16. Lending a keycard to any other person residing outside of a household will result in immediate deactivation.
17. Non-payment of the Aurora Shores annual maintenance fee dues and or assessments will result in immediate deactivation of a keycard.
 - a. Non-payment of a penalty or fine resulting from violation of the association’s rules & regulations will also result in immediate deactivation of a keycard.

18. Failure to follow any of the guidelines listed herein may result in the revocation of the Aurora Shores Homeowners Association amenity privileges and the deactivation of the resident's and household's keycards.

Beach Pool & Tradewinds Pool

1. Each household is permitted to have up to six (6) guests per registered keycard holder in the pool and amenity areas at one time.
 - a. Guests must be accompanied at all times.
 - b. Non-residents accessing Aurora Shores amenities who are not guests accompanied by a registered household member will be considered to be trespassing and subject to immediate removal.
 - c. A Resident is responsible for his/her guest conduct and their compliance to the Aurora Shores Homeowners Association amenity rules. Guest non-compliance of amenity rules may result in keycard deactivation.
2. General access to the pool area(s) will be active by way of keycard during the regular hours of operation.
3. Household members shall not give keycard access to anyone unknown to your household into the pool area.
4. Household members accessing the pool area will be asked to leave by a staff member if the keycard does not match the photo ID that is stored in the software system.
5. A Household keycard holder must be present at the pool with their guest(s) at all times.
 - a. Failure to do so will result in keycard deactivation.
6. A household member shall not unlock the access door into the pool area for any other party to enter other than their specified guest(s) in attendance. Residence must access the pool area with their own keycard.

Marina

1. Use of the Marina requires a reservation.
2. Household members may arrive and enter the marina by using his or her keycard any time after specified starting time and must leave by end of reserve time. Note your access card will not work outside of the rental specified time frame.
 - a. Reserved rental time includes both set up and clean up times.
3. The Marina may be reserved for use by a household member and guests up to the local fire code capacity limits. Only the Marina may be reserved for private use, but the surrounding amenities are not included. If the Marina is not reserved, each household is permitted to have up to six (6) guests per registered keycard holder in the Marina areas at one time.
 - a. Guests must be accompanied at all times.
 - b. Non-residents accessing Aurora Shores amenities who are not guests accompanied by a registered household member will be considered to be trespassing.
 - c. A Resident is responsible for his/her guest conduct and their compliance to the Aurora Shores Homeowners Association amenity rules. Guest non-compliance of amenity rules may result in keycard deactivation.
4. Non-payment of any fines assessed due to marina rental rule non-compliance will result in the deactivation of a Resident personal keycard.
5. A Resident is responsible for his/her guest conduct and their compliance to the Aurora Shores Homeowners Association marina rules. Guest non-compliance of amenity rules may result in household keycard deactivation.

***These rules may be changed or amended at any time by the Board of Trustees, Aurora Shores Homeowners Association and shall become effective when provided to Members.**