



STATE OF OHIO

DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials [Signature] Date 4-16-19

Purchaser's Initials [] Date []

Owner's Initials [] Date []

Purchaser's Initials [] Date []

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301.5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 1222 Eastside Drive Southwest, Carrollton, OH 44615

Owners Name(s): R Dean Swaldo

Date: 4-16-19

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: Seasonal since 1998
If owner is not occupying the property, since what date:

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other Community spring

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes [X] No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [X] Yes [] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? [] Yes [X] No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system servicing the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [] Yes [X] No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): Main roof replaced in 2015.

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [] Yes [X] No
If "Yes", please describe and indicate any repairs completed:

Owner's Initials [Signature] Date 4-16-19

Purchaser's Initials [] Date []

Owner's Initials [] Date []

Purchaser's Initials [] Date []

Property Address 1222 Eastside Drive Southwest, Carrollton, OH 44615

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

II) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials Date 4-16-19

Purchaser's Initials Date _____

Owner's Initials Date _____

Purchaser's Initials Date _____

Property Address 1222 Eastside Drive Southwest, Carrollton, OH 44615

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No
If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA: Yes No Unknown
Is the property located in a designated flood plain?
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No
If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No
If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No
If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No
If "Yes", please describe (amount) Tabor Lake Association rules and regulations. All buyers need approved by the board.

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

	Yes	No		Yes	No
1) Boundary Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:

None

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials DS Date 4-10-19
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: 

OWNER: 

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: 

PURCHASER: 



TABOR LAKE

67.05

26.74

TABOR LAKE COMPANY, INC.
LAKE RULES

1. HUNTING OF ANY TYPE OR THE USE OF FIREARMS IS PROHIBITED UPON THE LAND OF THE TABOR LAKE COMPANY.
2. NO OPEN BURNING SHALL BE PERMITTED ON TABOR LAKE PROPERTY WITHOUT PRIOR APPROVAL OF THE BOARD OF DIRECTORS. OHIO AND EPA OPEN BURNING LAWS MUST BE FOLLOWED. SEE UP TO DATE BROCHURES.
3. NO SWIMMING SHALL BE PERMITTED IN TABOR LAKE IN DARKNESS.
4. NO TREES SHALL BE CUT ON TABOR LAKE PROPERTY WITHOUT THE PRIOR APPROVAL OF THE BOARD OF DIRECTORS. MEMBERS SHALL HAVE THE RIGHT TO TRIM TREES WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS.
5. ALL MEMBERS SHALL BE PERSONALLY RESPONSIBLE FOR THE CONDUCT OF THEIR GUESTS AND INVITEES WHILE ON TABOR LAKE PROPERTY.
6. NO MOTORBOATS OF ANY KIND ARE PERMITTED ON TABOR LAKE. NON-PERMANENT ELECTRIC TROLLING MOTORS SHALL BE PERMITTED ON OTHERWISE MANUALLY OPERATED BOATS.
7. FOR THE SAFETY OF OUR MEMBERS, THEIR GUESTS AND PETS, EACH MEMBER IS TO KEEP HIS/HER DOG LEASHED WHEN OUTSIDE.
8. FIREWORKS, AS PROHIBITED BY THE STATE OF OHIO, SHALL NOT BE PERMITTED UPON THE LAND OF TABOR LAKE AT ANY TIME.
9. NO OFF-ROAD OR OTHERWISE LICENSED OR UNLICENSED ATV'S, SNOWMOBILES, DIRT-BIKES, OFF-HIGHWAY MOTORCYCLES, APV'S MAY BE OPERATED ON TABOR LAKE PROPERTY.
10. FISHING IS ALLOWED BY MEMBERS AND THEIR GUESTS, BUT LIMITATIONS MAY AT TIMES BE CALLED BY THE BOARD.

TOPICS OF IMPORTANCE

ANNUAL MEETING - This is ALWAYS the third Saturday of August. By attending this meeting your help protect your rights by being informed and involved.

Annual Dues - They are due in March. The treasurer will send out a reminder and the dues are to be paid by date instructed. To encourage a timely payment, there will be a fee for late payments. Remember, these dues pay for everything (taxes, garbage, bills etc) and if we have to keep reminding people that cost Tabor Lake more time and money.

BOATING AND SWIMMING - In addition to not swimming at dark, we want to express the importance of being responsible for your family and guests. Children should be accompanied by an adult. Especially when there are large parties, do not assume someone else is watching your children. Please follow all safety precautions like wearing life jackets, not allowing rocking of boats and docks, and supervision at all times.

Clean-Up Days - These were created to keep up with all the maintenance work that is involved with having a large lake and all the land that we have. If they are not well attended we will have to hire people which will cause dues to go up and also cause special assessments. Please do whatever you can to attend these Clean-Up Days when possible as they always turn out to be enjoyable and you get to know members better.

Spring Clean-Up is Mandatory - A \$50 fee will be charged if you do not attend. Please make sure you or your designated worker sign-in on sign-up sheet.

Fall Clean-up is not Mandatory but we need many to put docks in and winter prep.

Every Time Clean-In - Please pick-up twigs, garbage, or anything needing done at all times. We rely on everyone's help and we are thankful to all who do this.

Construction - As indicated in laws, you must contact the board BEFORE you start any construction on your cottage or new dock. This protects all members. If you are working on the inside or perhaps putting on a new roof or siding, this is not necessary. But say you are putting on a new roof that entails an addition or change of some sort - - this would require approval. Whenever you are ripping down, adding on, please fill out the Construction Form and give it to the President of the Board. This form will protect you from delays and serve as your proof of request for approval. The President will immediately contact all board members for their approval and contact you when final approval is received. Whenever in doubt, contact the board. If you change anything from your original request, you must also contact the board for approval.

Garbage - Oh the joys of Garbage. We provide a large garbage container from around April through October or a little before and after our spring and fall clean-ups. Please do NOT leave anything large or otherwise outside of the container. Please do NOT put anything heavy inside the container like heavy metal grills, etc. because it can destroy very expensive equipment and we will be liable. If you have such things as mattresses,

furniture, appliances, etc. this requires a special pickup so PLEASE CONTACT A BOARD MEMBER to arrange this. Please do not clean your cottage and dump extra garbage out on a week when we expect many people to be at Tabor Lake like July 4th, etc. Please NEVER LEAVE OLD TIRES OR PROPANE TANKS OR PAINT OR CHEMICALS INSIDE OR OUTSIDE. You will have to arrange to take those type of things to Carroll County yourself. Please do not bring garbage from home. Following these rules will ensure the continuation of the garbage. Remember, we can arrange for special pick ups and will do that from time to time..

Green Barn – Please keep the green barn clean at all times. You may store your boats or paddle boats there. Do not store old appliances, furniture, bedding, etc there as mice will ruin it and we don't want junk accumulating. You may get permission from the board members for short storage if remodeling.

Grass Cutting at your cottage - We expect everyone to keep up their own lot. If it gets out of control, the board may contact you.

Grass Cutting on Tabor Lake Property - We rely on the ones who can to cut all the land required. The large tractor is kept in the green barn and if you would like to learn, please contact one of the board members. We will also try to keep a smaller riding mower so people who cannot run large tractor can help out with cutting the grass. Please contact board members for instructions on either. People may even help with their trim mowers to out around the pavilion and damn areas. If this job becomes cumbersome for a few, we may in future have to hire people or grow some areas back into fields.

Insurance - You are required to keep your own home insurance for you cottage. Tabor Lake has insurance for lake and grounds which is paid out of your dues. Your following the rules of the lake will help us keep insurance and our liability down.

Noise Levels – We have not set regulations but hope that everyone is considerate of their neighbor. There are local laws that would apply. See attached Noise Example

Pavilion - You may reserve the pavilion for a party, reunion, etc. Please contact the secretary as he or she will have the book. It is on a first come, first serve basis so make sure that the secretary has that reservation. Other members will still be able to use the beach area if they so choose.

Renting you Cottage – Remember it is unlawful to rent you cottage or get any compensation for such. See laws

Selling Your Cottage – Remember if you find that you want to sell your cottage, you must FIRST offer it to Tabor Lake before it is offered for sale. See laws.

Tree Removal – Remember approval before any tree is removed. If it is an emergency contact board members immediately for recommendations while you call professional.

THE TABOR LAKE COMPANY

CODE OF REGULATIONS

Article I

NAME

This Corporation shall be known as the Tabor Lake Company and is a not for profit corporation organized under the laws of the State of Ohio for all legal purposes including land conservation and management for providing means of entertainment, amusement, recreation, enjoyment, and pastime for its members and their guests.

Article II

Section 1. Annual Meeting. The annual meeting of the Membership, for the election of Directors and for the transaction of such other business as may properly come before the meeting, shall be held on the property of the Corporation, on the third Saturday of August or at such other date or place as may be designated by the Board of Directors.

Section 2. Special Meetings. A special meeting of the Membership may be called at any time by the President or by a majority of the Board of Directors acting with or without a meeting.

Section 3. Notice of Meetings. Written notice of every regular or special meeting of the Membership stating the time and place and in case of special meeting, the purpose, shall be given each Member appearing on the books of the Corporation by any method, including electronic means, determined by the Board of Directors, at least ten days before any such regular or special meeting; provided, however, that no failure or irregularity of notice of any regular meeting shall invalidate the same or any action taken thereat. Members may request mail delivery of such communication by notice to the Board of Directors and providing pre stamped and addressed envelopes for this purpose.

Section 4. Waiver of Notice of Meeting. Any Member may waive notice of any meeting of the Membership either 1) in writing specifying the date and place of the meeting and signed and filed with or entered upon the records of the meeting either before or after such meeting or by 2) attendance at such meeting, either in person or by proxy. Upon such written waiver or attendance by all Members, a meeting of the Membership may be held without notice at any time and place.

Section 5. Quorum. To constitute a quorum at any meeting of the Membership, there shall be present in person or by proxy a majority of the Members as counted by member of record.

Section 6. Organization. At all meetings of the Membership, the President shall preside over the meeting. In the absence of said officer, a Chairman shall be chosen by the majority of the Members present or represented by proxy and entitled to vote at the meeting. The Secretary of the Corporation or in his absence any person appointed in the manner above provided for the selection of a Chairman shall act as Secretary of the meeting.

Section 7. Proxies. Any Member may, by instrument in writing, signed by him or by his duly authorized attorney, authorize any person to act for such Member, at any meeting of the Membership. Every such instrument shall be filed with the Secretary of the meeting.

Section 8. Votes. At any meeting of the Membership only such persons shall be entitled to vote as appear upon the books of the company for not less than five days prior to such meeting. Each such Member shall be entitled to vote in person or by proxy. Each Member shall have one vote for every lot owned by the Member.

Section 9. Action without a meeting. Any action which may be taken at a meeting of the Membership may be taken without a meeting, if authorized in writing by all Members who would be entitled to notice of a meeting for such purpose.

Article III

BOARD OF DIRECTORS

Section 1. Purpose, Number, and Qualifications. The business and property of this Corporation shall be managed, conducted and controlled by a Board of Directors. The number of Directors shall be five.

Section 2. Election and Term. The Board of Directors shall be elected at the annual meeting of the Membership or at a special meeting held for the purpose of electing Directors. The Board of Directors elected at any annual or any special meeting shall serve for a term of two years or until their successors are chosen and qualified. The election of Directors shall, if the number of persons nominated would be greater than the number of Directorships to be filled, be by ballot. At all elections of Directors, candidates receiving the greatest number of votes shall be elected. No person shall be eligible to succeed himself as a Director after having served two consecutive full two year terms as a Director. The regular election of Directors shall be alternated between two Directors elected in a biennium and three Directors elected in the other biennium.

Section 3. Resignation and Vacancies. Any Director may at any time resign by written resignation delivered to the Secretary of the Corporation and such resignation shall unless otherwise specified therein, be effective upon such delivery. The remaining Board of Directors may fill any vacancy in the Board for the unexpired term. Any Director so chosen shall serve only until the next Membership meeting called to elect Directors.

Section 4. Meetings. Immediately after adjournment of the Membership meeting at which a Board of Directors is elected, the newly elected Board shall, without notice, hold an organizational meeting for the purposes of electing officers and transacting such other business as shall come before the meeting. The Board of Directors may provide for the holding of regular meetings of the Board without notice and special meetings upon such notice or waiver thereof as the Board shall establish. A majority of the number of Directors shall be a quorum of the Board of Directors.

Section 5. Compensation. The Board of Directors shall not be paid compensation for services rendered to the Corporation as a member of the Board of Directors.

Article IV

OFFICERS

Section 1. Number. This Corporation shall have the following executive officers: President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors at their organizational meeting after their election. The Board may appoint such other officers and agents that it shall deem necessary who shall have such authority and shall perform such duties as from time to time shall be assigned by the Board of Directors. An Officer is not required to be a Director or Member with the exception of the office of President. An Officer not on the Board of Directors shall not have nor exercise voting power on the Board of Directors. The same person may hold or perform the duties of two or more of said officers except that of President and Vice President. No officer shall execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law or by this Code of Regulations of the Corporation to be executed, acknowledged or verified by two or more officers.

Section 2. Election, Term and Removal. All principal officers shall be elected and all vacancies in such offices be filled by the Board of Directors. The terms of office of said officer shall extend from their respective elections to the next organizational meeting of the Board of Directors and until their respective successors are elected. The Board of Directors may at any time remove any officer without cause.

Section 3. Compensation. The officers of this Corporation shall not be compensated for services rendered as such officers.

Section 4. Authority and Duties of Officers:

(a) President: The President shall preside at meetings of the Membership and of the Board of Directors, and shall sign the minutes thereof. The President shall be the chief executive officer of the Corporation and shall perform such duties as are usually incident to this office or which from time to time may be assigned by the Board of Directors or by the Members.

(b) Vice President: The Vice President shall perform all the duties of the President in the case of absence or disability, and such other duties as may be assigned by the President or

Board of Directors. In case the President and Vice President are absent and unable to perform their duties, the Members or Directors, as the case may be, may appoint a President Pro Tempore.

(c) Secretary: The Secretary shall record and sign the minutes of the meetings of the Membership and of the Board of Directors. The Secretary shall see that all notices are given in accordance with the provisions of these Code of Regulations and as required by law. The Secretary shall be the custodian of the records of the Corporation and any electronic repository of such records. The Secretary shall be administrator of any website or electronic platform maintained for the Corporation. The Secretary shall keep a record of the names and addresses of the Members of the Corporation, their Membership interest and all transfers. The Secretary shall have charge of the Membership certificate book, transfer books and such other books and papers as the Board of Directors may entrust to his custody, and shall see that all such books and reports, statements, certificates and other documents and records are properly kept and filed, as required by law and these Code of Regulations. The Secretary shall exhibit all such books, documents and records to any Director upon application at all reasonable times. In general, the Secretary shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors or the President of the Corporation. At the expiration of the term of office, the Secretary shall deliver to the President of the Corporation or to the successor in office all records and papers of the Corporation in the Secretary's possession or control.

(d) Treasurer: The Treasurer shall have charge and custody of and be responsible for all the funds and securities of the Corporation and shall open and maintain accounts in the name of the Corporation in such banks, trust companies or other depositories as may be selected by the Board of Directors. When necessary or proper the Treasurer shall endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation. The Treasurer shall sign receipts and vouchers for payments made to the Corporation. The Treasurer shall keep accurate account of the financial affairs of the Corporation in books provided for that purpose. The Treasurer shall, render a monthly financial report on the accounts of the Corporation to the Board of Directors. In general, the Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors or by the President. At the expiration of the term of office, the Treasurer shall pay and deliver over to the President of the Corporation or the successor in office all monies, records, books and papers, including documents held in electronic format, in the Treasurer's possession or control. This transfer shall be conducted at a meeting of the Directors where the monies, records, books, papers and documents may be reviewed and all questions or irregularities addressed.

Article V

MEMBERSHIP

Section 1. Member Defined. Membership may be held individually, or by no more than two people jointly, or by a trust, partnership, or corporation so long as the trust, partnership, or corporation identifies no more than two people as the Members who will primarily reside at and accept the benefits and obligations of cottage owners at Tabor Lake as if they were the named persons holding membership. Whenever there are two people holding Membership or identified

by the trust, partnership, or corporation as Members, they shall exercise uniformly as a single unit all rights, and powers including voting power. Further, they shall be jointly and severally liable for all obligations and liabilities of ownership in the Tabor Lake Company, Inc. and wherever the term Member is used. All Members shall designate one person to be the member of record who shall be the primary contact and representative for the collective interest of a Member and who shall exercise the voting power and be used for determining a quorum. A person must be at least twenty-five (25) years of age to be a Member.

Section 2. Restriction on Number. No Member, or any person defined or benefitting as a Member defined in Article V, Section 1 above and their spouse and household and family members under age 25 shall own or control more than two Membership Certificates of the Company. Each Membership Certificate shall entitle the holder thereof to the use of a lot on the company grounds as endorsed on said Membership Certificate.

Section 3. Membership Certificates. Each Member of the Corporation shall be entitled to a certificate, certifying (or, certificates certifying in the aggregate), the membership interest of the Corporation held, but no certificate shall be issued until it is fully paid. Such certificates shall be of such form and content, not inconsistent with law and this Code of Regulations, as shall be determined by the Board of Directors, shall be consecutively numbered, and shall be signed by the President or Vice President, and by the Secretary or the Treasurer, provided that each certificate shall contain the following:

RESTRICTION ON TRANSFER

“The membership interest represented by this certificate and all other interests or certificates of this Corporation can only be transferred in accordance with ARTICLE V of the Code of Regulations of the Tabor Lake Company to which reference is hereby made for the full terms thereof. The Corporation will mail to the Member a copy of such restrictions and reservations contained in ARTICLE V of the Code of Regulations without charge within five days after receipt of written request therefore. The holder of this certificate for himself or herself or for his or her assigns, or personal representatives, acknowledges the validity of and agrees to be bound by such provisions and restrictions.”

A full record of each certificate so issued shall be kept by the Secretary of the Corporation.

Section 4. Transfer. Subject to any applicable provisions of law or of these Code of Regulations, transfers of Membership of the Corporation shall be made only upon its books, upon surrender and cancellation of a certificate or certificates for the Membership so transferred, and upon compliance with such reasonable requirements as shall be prescribed by the Board of Directors. Any certificate presented for transfer shall be endorsed, or shall be accompanied by a separate written assignment or a power of attorney to sell, assign, and transfer such certificates and Membership, signed by an authorized person for the Member, or by a duly appointed guardian, or executor, or administrator of the estate of such person.

A). A Member may dispose of membership in the Corporation by gift to his or her spouse or children, or at death by will or by the laws governing the succession of property by intestacy. Any heir, legatee, donee or other transferee shall hold any membership so transferred to him subject to all requirements and restrictions in this Code of Regulations and as set forth in (B) below.

B). Unless provided for in Article V, Section 4 (A) above, no Member may sell, pledge, give, dispose of or transfer any membership or interest or certificate in the Corporation without complying with both of the following:

i). First, upon the earlier of the decision by the Member to list or solicit offers for sale or the presentation of an unsolicited offer or proposal, the Member shall notify the President or Board of Directors of the intent to sell. The President or Board of Directors shall use any reasonable method to immediately notify the Membership of such intent to sell. The Member providing notice of intent to sell shall hold the sale open to other offers and may not accept any offer, enter into a binding contract for sale or agree to any other exclusive arrangement for seven (7) days from the date of notice of intent to sell by the Member.

ii). Second, offering in writing to sell it to the Corporation at the same price at which it is proposed to sell to any other person. Said offer shall be open for acceptance by the Corporation for a period of thirty days after written notice of said offer has been received by the Corporation. If at the expiration of said thirty days the Corporation shall not have exercised its right so to purchase, said Member may sell or otherwise dispose of the membership without restriction provided such sale or other disposition is made not later than six months after the last date on which the Corporation had the right to purchase, as herein provided.

The foregoing terms and conditions shall be endorsed on all Membership Certificates of the Corporation. Compliance with the foregoing terms and conditions in regard to the sale, assignment, transfer or other disposition of membership of this Corporation shall be a condition precedent to the transfer of such membership on the books of this Corporation.

Section 5. Approval of Transfer by Board of Directors. Transfer of membership of the Corporation shall not be made on its books until the transfer has been approved by a majority vote of the Board of Directors and all accounts, dues, and assessments of such transferor have been paid.

Article VI

DUES, ASSESSMENTS, WORK DAY, AND INSURANCE

Section 1. Dues. The Board of Directors shall have authority to determine the amount of dues payable by each Member on a per lot basis annually. Annual dues shall be payable on or before August 1, of each year and shall be payable in advance.

Section 2. Assessments. The Board of Directors shall have the power to levy an assessment/s/ against each Member pro rata by lot or Member to meet any deficit or improve the Company's property so long as such assessment/s/ in gross do not exceed one hundred dollars (\$100.00) annually. Any assessment/s/ in gross greater than one hundred dollars (\$100.00) annually must be approved by a majority of the Membership.

Section 3. Work Day The Board of Directors shall annually call for a mandatory work day. This day shall be devoted to the labor and effort necessary to maintain the Lake and Company property. This day shall be a mandatory event for all Members. Members failing to attend or provide a substitute laborer shall incur a work day penalty or charge of fifty dollars. (\$50.00), payable before or with the next occurring annual dues. Additional voluntary work days may be called by the Board which shall not result in penalty or charge for failure to attend.

Section 4. Insurance.

A.) Each Member shall be required to obtain and maintain in full force and effect a policy or policies of property and liability insurance providing for a minimum liability amount to be determined from time to time by the Board of Directors and presented at an Annual Meeting upon modification. Each policy of insurance must name the Tabor Lake Company as an additional insured.

B.) Each Member must present proof of insurance, in the minimum liability amount and with the additional insured requirement, upon demand by the Board of Directors.

C.) If a Member shall fail to maintain the required insurance or provide proof of same satisfactorily to the Board of Directors, then the Board of Directors may obtain the insurance coverage and the cost will be an additional assessment to the Member as provided in Section 5 below.

D.) Each Member agrees to indemnify and hold harmless the Tabor Lake Company against any liability, cost or claim made against the Tabor Lake Company arising out of any activity, action, or inaction of the Member or any guest or invitee of the Member

Section 5. Delinquent Dues, Assessments or incurred charges, cost or expenses

A.) If a Member shall fail to pay any dues; assessments; or charges, cost or expenses imposed against the Member by the Board of Directors; by the date required, a late fee of twenty-five dollars (\$25.00) shall be assessed against such Member and an additional late fee of ten dollars (\$10.00) shall be assessed for each subsequent month in which the obligation remains unpaid.

B.) Any fees, charges or expenses, incurred by the Tabor Lake Company, Inc., in conjunction with the payment or nonpayment of dues, assessments or charges, by a Member shall be an additional assessment against said Member and be immediately due and payable.

C.) If any Member shall fail to pay his dues or assessments for one month after the same are due, the amount of such indebtedness shall become a first lien on the Membership which lien

may be enforced by the sale of the Membership after thirty days notice to such Member that such action will be taken. Proof of transmission shall be sufficient to satisfy the notice requirements of this section. Said Membership shall be advertised for sale to the highest bidder by the Treasurer on the grounds of the company for thirty days prior to the sale. All bids shall be in writing sealed and delivered to the Treasurer and opened in the presence of the Board of Directors at a special meeting called for that purpose. The Company shall have the right to reject all bids and may itself become the purchaser of such Membership by payment of the amount of the highest bidder thereof. No persons shall be permitted to bid for said Membership unless the transfer of said Membership to such person shall have been approved by the Board of Directors. So much of the proceeds derived from the sale of said Membership that may be required to pay indebtedness due this Company from the former Member shall be so applied by the Treasurer and the balance shall be paid over to the former Member or authorized representative.

Article VII

MEMBER'S RIGHTS AND PRIVILEGES

Section 1. Rights and Privileges. The rights and privileges of the Tabor Lake Company are limited to its Members, and their household and family members age twenty-five (25) or younger. Such persons and their guests or invitees shall have full freedom and use of all common areas and lake privileges so long as said persons conduct themselves in a courteous manner, not creating a disturbance or nuisance to others.

Section 2. Fishing, Boating, and Bathing. All persons described in Section 1 shall have the privilege of fishing, boating, bathing, and the use of all docks subject to such lake rules and regulations as the Board of Directors may prescribe.

Section 3. No Remuneration. No remuneration shall be received by a Member for the use and/or enjoyment of his or her rights and privileges in the Tabor Lake Company.

Article VIII

CONSTRUCTION RULES

Section 1. Cottages. No additional cottages shall be constructed on Tabor Lake Company property, except a replacement cottage. Construction of any replacement cottage must have approval of the Board of Directors.

Section 2. Alterations. All additions or alterations to cottages shall be controlled by the Board of Directors. No construction or excavating of any kind shall be permitted unless first approved by the Board of Directors.

Section 3. Repairs. In the event any cottage; the lot upon which it is situated or held by the Member; docks; outbuildings; wells, septic, utilities and piping, drainage, electric lines or other ancillary devices or structures; or other property or construction on the lot; shall fall into

disrepair, or require maintenance or general upkeep including the proper care and cutting of lawns and landscaping, trees or other issues natural or constructed, the Board of Directors shall notify the Member to make necessary repairs or take corrective action within thirty days. Said notice shall be sent by method determined appropriate by the Board of Directors and proof of transmission shall be satisfactory to prove the notice required herein. In the event the repairs are not made, or corrective action not taken as directed by the Board of Directors, the Board itself shall make such repairs or correct the noted deficiencies and the charges incurred shall be billed to the Member. In the event the charges are not paid within thirty days after billing, they shall be applied as an assessment and first lien on the Membership and Membership Certificate in the Tabor Lake Company and shall become subject to sale as provided in Article VI, Section 5.

Section 4. Permanent Residence. Cottages are intended to be used as a secondary residence and on a seasonal or intermittent basis. Daily occupancy for more than 300 consecutive days is not permitted. No cottage on Tabor Lake Company property shall be a permanent residence. Any exception must be granted exclusively to the Member by the Members of the Corporation and shall not be transferable.

Section 5. Lease of Cottages. No Member shall permit any cottage controlled by him to be leased to any person whatsoever, except to another Member if prior approval is received from the Board of Directors. Members may permit the use of their cottages by guests while they are not present on the Company grounds, but such permission shall not exceed two weeks in duration for any such guest without prior approval of the Board of Directors.

Article IX

LAKE RULES

Section 1. Lake Rules. The Board of Directors may establish and amend from time to time lake rules governing the use of Tabor Lake Company property and the conduct of its Members and guests. All such lake rules and any amendments thereto shall be promptly distributed to the Members when adopted. The lake rules adopted by the Board of Directors may be amended, modified, or changed at any meeting of the Membership, annual or special, by a two-thirds vote of those present in person or by proxy.

Article X

DISCIPLINE

Section 1. Misconduct. If the conduct of any person described in Article VII, Section 1, shall appear to the Board of Directors to be in willful violation of the Code of Regulations or lake rules of the Company, or improper, disorderly, ungentlemanly or prejudicial to the Company's interest, good order, welfare or reputation, the Board of Directors may by the affirmative vote of three-fifths of the entire Board suspend such person from the privileges of using Tabor Lake property for a period not exceeding six months or if the Board deems the offense of a character or nature to warrant expulsion, such person may be expelled and if a Member, his membership shall

be sold pursuant to the provisions of Article VI, Section 3. In all cases the Board of Directors shall be the sole judge of what constitutes misconduct of such a person.

Section 2. Hearing. Before taking such action of suspension or expulsion, a written copy of the charges must be served upon the accused person by the Secretary or other officer by personally handing such charges to him or by depositing copy of the charges in first class mail directed to the accused person at his last known address, postage prepaid, and an opportunity shall be given the accused person to be heard before the Board of Directors in defense. A motion to reconsider the suspension or expulsion of any person may be made at the next meeting of the Board of Directors but not thereafter. Any person so expelled, and during suspension, shall be refused admittance to the Company's property and grounds.

Section 3. Censure. The Board of Directors shall have authority, upon the affirmative vote of three-fifths of the members thereof to censure a person for misconduct not of a kind deemed to justify suspension or expulsion.

Article XI AMENDMENTS

Section 1. Amendments. This Code of Regulations may be amended, modified, or changed at any meeting of the Membership, annual or special, by a two-thirds vote of those present in person or by proxy.

Article XII INTERPRETATION

Section 1. Interpretation. The decision of the Board of Directors on any question involving interpretation of this Code of Regulations or lake rules or any amendment or modification thereof shall be final and conclusive.

APPROVAL

The foregoing Code of Regulations were adopted by the unanimous vote and approval of the membership at the regular meeting held August 18 2018.