



THE CRANBERRY BAY HOMEOWNERS' ASSOCIATION INC.

P.O. BOX 1565
BUCKEYE LAKE, OH 43008

www.cranberrybayhoa.com

2022 CRANBERRY BAY PROTECTIVE COVENANTS AMENDMENT PROCESS

Passage and approval of the Cranberry Bay Protective Covenant amendments requires the affirmative vote of greater than 50% of the full lot owners in the Cranberry Bay subdivision (*further defined in the document itself and recorded with Licking County*). **Each lot owner gets 1 vote for each lot they own. Partial lot owners do not get a vote for the partial lot.**

2022 AMENDMENT VOTING PROCESS

- 1) On March 22, 2022, a copy of the original Cranberry Bay Protective Covenants, a copy of the amended PCs, a ballot and a letter from the CBHA President was mailed to all lot owners in the Cranberry Bay footprint. (See copies below)
- 2) Ballots are due back postmarked no later than 5/31/22.
- 3) A Master Lot Listing has been audited and verified by CBHA with the Licking County Auditor's website. If you wish to confirm your lot information with us, please send an email to Lisa Powell at Imp8804@yahoo.com.
- 4) Unless otherwise indicated in writing by a lot owner, a marked ballot will apply to all lots owned by a lot owner (Example: 4 lots owned = 4 votes).
- 5) The CBHA Board has selected a 3rd Party to tally all of the votes based on lots owned. This person does not live in either Cranberry Bay or Maple Bay and has no affiliation with CBHA.
- 6) Once the vote has been completed, CBHA will get the final numbers and communicate them to all lot owners via mail, email and website.

As always, if you have any questions or you did not receive the information in the mail, please email Lisa Powell, President, CBHA at Imp8804@yahoo.com.



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BUCKEYE LAKE, OH 43008

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March 20, 2022

Dear Cranberry Bay Lot Owners:

I am sending this letter, on behalf of the CBHA Trustees, to all full lot owners in Cranberry Bay.

In the past 12 months, the issue of Short-Term Rentals in the Cranberry Bay footprint has been a very sensitive and, often times, heated issue among our residents and lot owners. *(We are defining Short-Term Rentals as renting an inhabitable dwelling, a room, or rooms within for any rental period of less than 30 days.)*

During the Summer and Fall of 2021, it was made clear to the CBHA Board that a significant number of residents and lot owners feel strongly that we should not allow Short-Term Rentals in Cranberry Bay sighting reasons such as safety, noise, parking, and dock violations, just to name a few. On the flip-side, there is also strong support for allowing them, as this Lake is a vacation destination and, if well-managed, such rentals could have a positive impact on the Buckeye Lake community.

Within the Protective Covenants (PC) for Cranberry Bay, we currently have no language stating how inhabitable dwellings may or may not be rented on a short-term basis. *(See Original Protective Covenants attached.)* Given that the Village of Buckeye Lake is currently in process of formalizing rules and governance regarding Short-Term Rentals, we believe it is a prudent time to take this topic to a vote and clarify rental rules within our Covenants. To be clear, renting a property for 30 days or more is allowed and described in the PCs.

The Trustees have reviewed and agreed to language restricting rentals of less than 30 days and we have had our CBHA attorney review the update we are proposing. CBHA has the authority to propose changes to the PC's and has confirmed that the substance of the proposed change does not conflict with or violate any applicable statutory law or common law. *(See Amended Protective Covenants attached.)*

I have attached a copy of the existing Protective Covenants and a copy of the proposed Amended PC, so you can see the change (in **BLUE**).

We are asking you to read the attached Amended PC document and complete the enclosed self-addressed and stamped post card ballot. Please mark your ballot, sign it and send it back immediately. We will close the voting on May 31, 2022. Ballots must be received or postmarked no later than May 31, 2022.

Passage and approval of the amendments requires the affirmative vote of greater than 50% of the full lot owners in the Cranberry Bay subdivision *(further defined in the document itself and recorded with Licking County)*. **Each lot owner gets 1 vote for each lot they own. Partial lot owners do not get a vote for the partial lot.**

If the Amended Protective Covenants is approved, other documents may need slight adjustments to reflect the updated document (Articles of Incorporation, Code of Regulations).

Such changes will reflect the "Amended Protective Covenants" as opposed to just "Protective Covenants". A positive vote will allow this change to be made.

At the conclusion of the vote, I will notify you of the results. If approved, please keep the enclosed Amended PC document for your records. If rejected, the existing PC document I have attached will still be enforced.

The CBHA Trustees recommend a vote "**FOR**" the Amended Protective Covenants. Thank you for your time and please return your ballot ASAP.

Sincerely,

Lisa M. Powell, President
Cranberry Bay Homeowners Association, Inc. Lmp8804@yahoo.com

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PROTECTIVE COVENANTS

The following are hereby promulgated as and for protective covenants to be incorporated by reference in deeds for the conveyance of lots located in L.H. BOUNDS' Allotment at Buckeye Lake, recorded in Vol. 3, Page 296, of the Plat Records of Licking County, Ohio; L.H. BOUNDS' Second Addition to Buckeye Lake, recorded in Volume 4, Page 26, of the Plat Records of Licking County, Ohio; JULIA A. BOUNDS' Addition to Buckeye Lake, recorded in Volume 4, Page 42, of the Plat Records of Licking County, Ohio; BOUNDS' Fourth Addition to Buckeye Lake, recorded in Volume 4, Pages 55 and 56, of the Plat Records of Licking County, Ohio; JULIA A. BOUNDS' Fifth Addition to Buckeye Lake recorded in Volume 4, Page 66, of the Plat Records of Licking County, Ohio; and JULIA A. BOUNDS' Sixth Addition to Buckeye Lake, recorded in Volume 4, Page 81, of the Plat Records of Licking County, Ohio.

These protective covenants shall run with the land and shall remain in full force for a period of twenty-five (25) years from the date of filing of these protective covenants and thereafter shall continue for successive periods of twenty-five (25) years each, unless the owners of a majority in total number of the lots in the aforesaid additions shall have executed an instrument in writing terminating these protective covenants, and have filed the same for record with the Recorder of Licking County, Ohio, prior to the expiration of any renewal term hereof. "Grantors" as used herein shall include grantors, their heirs, executors, and any person or entity to whom grantors have specifically assigned the rights, and responsibilities of grantors hereinafter specified.

1. All lots shall be used exclusively for residential purposes and may be improved with only one (1) dwelling residence designed for the use of a single family, an attached or detached garage, and storage sheds.
2. No trucks, trailers or mobile homes shall be kept or maintained upon any lot.
3. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No animals other than dogs or cats shall be kept or harbored on any lot and no dogs shall be permitted to run loose.
5. No intoxicating liquor shall be sold on any lot.
6. All lots shall be kept free and clear from all filth, garbage, vermin, ashes or other material and all weeds cut and dead trees removed.
7. No new building or additions to existing buildings shall be erected nearer than twenty (20) feet to a street line on which the improvement fronts or nearer than five (5) feet to the side lines of the lot except with the prior written consent of grantors.
8. One (1) set of plans and specifications for a new building or additions to existing buildings must be submitted to grantors before construction of any kind is commenced on a lot. Such plans shall include a floor plan, front elevation, site plan specifying location of house, well, garage and/or storage shed. The grantors shall have the right to approve or reject said plans and specifications within thirty (30) days after the same have been submitted to them. In the event the grantors have failed to approve or reject said plans and specifications within such thirty (30) day period and provided that no injunction has been sought against the proposed construction, this provision shall be deemed waived. The grantors may reject the plan and specifications for aesthetic or other reasons if, in their reasonable judgment the proposed dwelling or building, or addition to an existing building, does not conform to the type of architecture or quality of existing buildings in said additions. In no event shall any new dwelling be erected on any lot the cost of construction of which shall be less than Fifty Thousand Dollars (\$50,000.00).
9. No automobiles, trucks, trailers, mobile homes, recreational vehicles or other vehicles shall be parked upon the streets or easements of ingress and egress, public or private, in the aforesaid additions.
10. Owners of waterfront lots (lots which are separated from Buckeye Lake only by land retained by grantors or held for the benefit of all lot owners in said additions) shall maintain and keep in good repair the retaining wall in front of said lot except that portion thereof adjacent to any boat landing, dock or pier owned by other parties.
11. All boat landings, docks and piers and the retaining walls adjacent thereto shall be kept in good repair by the owners thereof.
12. Until such time as the Village of Buckeye Lake provides street lighting, each lot with a residence located thereon shall be assessed a pro-rata share of the annual cost of maintaining street lights throughout the aforesaid additions and the owners of such lots shall make payment thereof to the grantors.
13. No person shall: (a) build or erect a boat landing, dock or pier without the written consent of grantors; (b) permit any person not an owner or lessee of lots in the aforesaid additions to keep or maintain a boat of any kind or description at such boat landing, dock or pier; (c)

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operate a commercial boat landing, dock or pier; (d) have boats for hire or charge for the use of any boat landing, dock or pier; (e) assemble, congregate, loiter or commit or permit any nuisance whatsoever on the waterfront adjacent to the aforesaid additions and boat landings, docks or pier contiguous to the waterfront.

14. No weeping willow, poplar or soft maple shall be planted or permitted to grow upon any lot.

Violation or breach of any of these protective covenants shall give to the grantors, their heirs, successors and assigns the joint and several right to enter the property involved and abate and remove the same, and the grantors, their heirs, successors and assigns shall be entitled to be reimbursed for their expenses incurred in abating or removing such violation or breach by the owner of the property involved. Violation or breach of any of these protective covenants shall also give to the grantors and any other lot owner the joint and several right to proceed at law or in equity against the owner of the property involved or any person or persons who have violated or breached or are attempting to violate or breach these protective covenants for injunctive relief or to recover damages. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

WITNESS our hands this 6th day of October, 1995.

MARGARET L. BOUNDS, JERRY L. BOUNDS;
HELEN S. LANGEL, THELMA C. BOUNDS;
SHARON E. SNELL and JERE SNELL, JULIE L. BOUNDS,
NELDA W. BERNAT and JOSEPH J. BERNAT;
JOHN J. BOUNDS; MARY ANN VAUGHN and
LEWIS W. VAUGHN; LISA E. CORSI and BRUCE A. CORSI;
LAUREEN E. WATSON and MARK A. WATSON;
LOUISE E. WILLIAMS and HARVEY DANIEL WILLIAMS
and LEWIS E. BARB, JR.

Signed in the Presence of:

Martin D. Altmaier
Martin D. Altmaier

L. James Gordon
L. James Gordon

Martin D. Altmaier
Martin D. Altmaier

L. James Gordon
L. James Gordon

Martin D. Altmaier
Martin D. Altmaier

L. James Gordon
L. James Gordon

Martin D. Altmaier
Martin D. Altmaier

L. James Gordon
L. James Gordon

By: Helen S. Langel
HELEN S. LANGEL, Acting under Power of Attorney
received and recorded on June 7, 1995 and recorded in Volume
71 at Page 688 of the Official Records in the Office of the
Recorder of Licking County, Ohio.

John J. Bounds
JOHN J. BOUNDS, Acting under Power of Attorney
received and recorded on June 7, 1995 and recorded in Volume
71 at Page 688 of the Official Records in the Office of the
Recorder of Licking County, Ohio.

Helen S. Langel
HELEN S. LANGEL

John J. Bounds
JOHN J. BOUNDS

STATE OF OHIO, COUNTY OF LICKING: ss

Before me, a Notary Public, in and for said County and State, personally appeared MARGARET L. BOUNDS, JERRY L. BOUNDS, HELEN S. LANGEI, THELMA C. BOUNDS, SHARON B. SNELL and JERE SNELL, JULIE L. BOUNDS, NELDA N. BERNAT and JOSEPH J. BERNAT; JOHN J. BOUNDS; MARY ANN VAUGHN and LEWIS W. VAUGHN; LISA E. CORSI and BRUCE A. CORSI; LAUREEN E. WATSON and MARK A. WATSON; LOUISE E. WILLIAMS and HARVEY DANIEL WILLIAMS and LEWIS E. BARE, JR. by HELEN S. LANGEI and JOHN J. BOUNDS, their Attorneys-in-Fact who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Newark, Ohio, this 6th day of October, 1995.

L. JAMES GORDON
Notary Public - State of Ohio
Non-Expiring Commission Sec. 147.03 R.C.

Notary Public

STATE OF OHIO, COUNTY OF LICKING: ss

Before me, a Notary Public, in and for said County and State, personally appeared HELEN S. LANGEI, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Newark, Ohio, this 6th day of October, 1995.

L. JAMES GORDON
Notary Public - State of Ohio
Non-Expiring Commission Sec. 147.03 R.C.

Notary Public

STATE OF OHIO, COUNTY OF LICKING: ss

Before me, a Notary Public, in and for said County and State, personally appeared JOHN J. BOUNDS who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed for the uses and purposes therein mentioned.

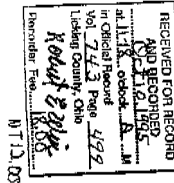
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Newark, Ohio, this 6th day of October, 1995.

L. JAMES GORDON
Notary Public - State of Ohio
Non-Expiring Commission Sec. 147.03 R.C.

Notary Public

THIS INSTRUMENT PREPARED BY:

MORROW, GORDON & BYRD
33 West Main Street
P.O. Box 4190
Newark OH 43058-4190
(614) 345-9611



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AMK000000000000

PROTECTIVE COVENANTS

(with proposed amendment in blue)

The following are hereby promulgated as and for protective covenants to be incorporated by reference in deeds for the conveyance of lots in **CRANBERRY BAY** as follows:

L.H. BOUNDS' Allotment at Buckeye Lake, recorded in Vol 3, Page 296, of the Plat Records of Licking County, Ohio; L.H. BOUNDS' Second Addition to Buckeye Lake recorded in Volume 4, Page 26, of the Plat Records of Licking County, Ohio; JULIA A. BOUNDS' Addition to Buckeye Lake recorded in Volume 4 page 42, of the Plat Records of Licking County, Ohio; BOUNDS' Fourth Addition to Buckeye Lake recorded in Volume 4 page 55 and 56, of the Plat Records of Licking County, Ohio; JULIA A. BOUNDS' Fifth Addition to Buckeye Lake recorded in Volume 4 page 66, of the Plat Records of Licking County, Ohio and JULIA A. BOUNDS' Sixth Addition to Buckeye Lake recorded in Volume 4 page 81, of the Plat Records of Licking County, Ohio.

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1. (a) All lots shall be used exclusively for residential purposes and may be improved with only one (1) dwelling residence designed for the use of a single family, an attached or detached garage and storage sheds.

(b) No dwelling or part thereof shall be rented for any period less than thirty (30) days including rental commonly referred to as "airbnb", "vrbo", "short-term rental" or such other names associated therewith.

(c) Rentals of inhabitable dwellings of thirty (30) days or more accompanied by a lease agreement and registered with the CBHA Board are permitted. Such renter will be referred to as the "lessee".

DRAFT AMENDMENT

2. No trucks, trailers, or mobile homes shall be kept or maintained on any lot.
3. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No animals other than dogs or cats shall be kept or harbored on any lot and no dogs shall be permitted to run loose.
5. No intoxicating liquor shall be sold on any lot.
6. All lots shall be kept free and clear from all filth, garbage, vermin, ashes or other material and all

weeds cut and dead trees removed.

7. No new buildings or additions to existing buildings shall be erected nearer than twenty (20) feet to the street line on which the improvement fronts or nearer than five (5) feet to the side lines of the lot except with the prior written consent of the grantors.
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DRAFT AMENDMENT

include a floor plan, front elevation, site plan specifying the location of the house, well, garage, and/or storage shed. The grantors shall have the right to approve or reject said plans and specifications within thirty (30) days after same have been submitted to them. In the event the grantors have failed to approve or reject said plans and specifications within such thirty (30) day period and provided that no injunction has been sought against the proposed construction, this provision shall be deemed waived. The grantors may reject the plan and specifications for aesthetic or other reasons if in their reasonable judgement the proposed dwelling or building or addition to an existing building does not conform to the type of architecture or quality of existing buildings in said additions. In no event shall any new dwelling be erected on any lot the cost of construction of which shall be less than Fifty Thousand Dollars (\$50,000.00).

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 3. No person shall: (a) build or erect a boat landing, dock or pier without the written consent of the grantors; (b) permit any person not an owner or lessee of lots in the aforesaid additions to keep or maintain a boat of any kind or description at such boat landing, dock or pier; (c) operate a commercial boat landing, dock or pier; (d) have boats for hire or charge for the use of any boat landing, dock or pier; (e) assemble, congregate, loiter or commit or permit any nuisance whatsoever on the waterfront adjacent to the aforesaid additions and boat landings, docks or piers contiguous to the waterfront.
 4. No weeping willow, poplar or soft maple shall be planted or permitted to grow upon any lot.

Violation or breach of any of these Protective Covenants shall give the grantors, their heirs, successors and assigns the joint and several right to enter the property involved and abate and remove the same, and the grantors, their heirs, successors and assigns shall be entitled to be reimbursed for their expenses incurred in abating or removing such violation or breach by the owner of the property involved. Violation or breach of any of these Protective Covenants shall also give the grantors and any other lot owner the joint and several right to proceed at law or in equity against the owner of the property involved or any person or persons who have violated or breached or are attempting to violate or breach these Protective

DRAFT AMENDMENT

Covenants for injunctive relief or to recover damages. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

Witness or hands this ____ day of _____, 2022.

NAMES OF GRANTORS (follow)

NOTARY (follow)

LICKING COUNTY (stamped and recorded follows)

Amended Protective Covenants Cranberry Bay BALLOT

I, _____ (print name) am a property owner in the Cranberry Bay subdivision within the Village of Buckeye Lake. I have read the Amended Protective Covenants and understand the change proposed.

Please check one of the boxes below:

For approval of the Amended Protective Covenants

Against approval of the Amended Protective Covenants

Print Name

Signature

Date