

DECLARATION OF RESTRICTIONS

COVENANTS AND EASEMENTS

HEATHERSTONE VILLAGE SUBDIVISION No. 1

7/27/1986

THIS DECLARATION, made and entered into this 15<sup>th</sup> day of May, 1986, by Heatherstone Village Development Corporation (hereinafter, the "Declarant" or "Developer").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situated in the Township of Painesville, County of Lake and State of Ohio, which is known as being the Heatherstone Village Subdivision No. 1, of part of Original Painesville Township Lots Nos. 20, 21, 28 as shown by the recorded plat in Volume 2 of Maps, Page 35 of Lake County Records (hereinafter, the "Property").

NOW, THEREFORE, Declarant does hereby certify and declare that it has established, and does establish hereby, a general plan for the improvement, development, ownership, use, maintenance and sale of the Heatherstone Village Subdivision No. 1 (as hereinbefore defined), and each and every part thereof and the manner, provisions, conditions, easements, restrictions and covenants upon (hereinafter "Restrictions") and subject to which said Property and each and every Lot shown on any recorded plat thereof, (hereinafter to be referred to individually as the "Lot" and collectively as the "Lots") shall be used, improved, occupied, owned, maintained, sold and conveyed. Additional real property (hereinafter "Added Property") located in the Township of Painesville, County of Lake and State of Ohio, may, upon

approval by the Developer until such time as it no longer holds any interest in the Property or added Property or by the Association in accordance with its Articles of Incorporation and/or Code of Regulations, become subject to these Covenants and Restrictions, provided that any such proposed addition is adjacent to the Property (or to any property added thereto in accordance with the provisions herein.) Property abutting or located across a street or highway from any portion of the Property, or Added Property, or located within one hundred (100) feet from any portion of the Property, or Added Property, shall be considered to be adjacent to it. Any such addition shall be made by filing of record a deed, agreement or other instrument in a form approved by the Developer or by the Association which shall extend the scheme of these Covenants and Restrictions to such added property. Such instrument may contain such complementary additions to and modifications of these Covenants and Restrictions as may be necessary to reflect the different character, if any, of the Added Property and as are not inconsistent with the scheme of these Covenants and Restrictions. In no event, however, shall such instrument revoke, modify or add to the Covenants and Restrictions established by this Declaration for the Property, nor shall such instrument provide for assessment of the Added Property at a lower rate than that applicable hereunder to the Property. Once such addition has been made, the term "Property" as used hereinafter shall include the Property as previously defined herein as well as such Added Property.

Declarant hereby further declares that hence forth the Property and any part thereof, shall be used, improved, occupied, owned, maintained, sold and conveyed subject to the provisions, conditions, easements, restrictions and covenants set forth

herein, all of which are, and each of them is, imposed and imposed upon each and every part of the Property and shall run with the land and all of which shall apply to, be binding upon and inure to the benefit of Declarant, and any person who may hereafter become the owner of any interest in the Heatherstone Village Subdivision No. 1, or any part thereof, (hereinafter "Owner") by reason of deriving title from, through or under the Declarant or any grantee thereof.

#### HOMEOWNERS ASSOCIATION

Members. Every Owner, by virtue of acceptance of a deed of conveyance of the Property or any portion thereof, automatically shall be a member of Heatherstone Village Homeowner's Association, hereinafter the "Association" for so long as he is an Owner, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of any obligation shall not be a Member. The Developer shall be a Member until it has conveyed every Lot owned by it.

Voting Rights. Membership in the Association shall be divided into Class A Members and Class B Members.

CLASS A. Class A Members shall be all Members with the exception of the Class B Members. Each Class A Member shall be entitled to one vote for each Lot owned by such Member. In the event a lot is owned by more than one owner, the owners shall not be entitled to more than one vote with respect to any such Lot.

CLASS B. The Class B Member or Members shall be the Developer. Each Class B Member

shall be entitled to four votes for each Lot owned by it.

Articles and Regulations of Association. The Articles of Incorporation and Code of Regulations of the Association may contain any provisions, not in conflict with these Covenants and Restrictions, as are permitted to be set forth in such Articles and Regulations by the Non-Profit Corporation Law of Ohio as from time to time in effect.

COVENANT FOR MAINTENANCE EASEMENTS

Creation of Liens and Personal Obligations of Assessments.  
Upon the conveyance of each Lot from the Developer to an Owner and upon all subsequent conveyances of such Lots, the Owner and any and all subsequent Owners of said Lots, 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 the Association, and to subject said Lot to a lien, as hereinafter provided, in favor of the Association, as security for the payment of the following: (1) a one time membership fee of \$75.00 (2) an annual assessment levied in accordance herewith for the purposes of operating, maintaining, improving, constructing, repairing and replacing the recreational and landscaped areas and facilities designated on the Heatherstone Village Subdivision No. 1 Plat Map as being owned by the Heatherstone Village Homewowners Association including any landscaped cul-de-sac not maintained by any township, municipality or any other governmental entity (hereinafer "Common Property") and of administering the affairs of the Association; at such times and upon such conditions as the Association shall designate and (3) special assessments levied in accordance herewith and payable at such times and

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under such conditions as the Association shall designate, for improvements or other capital expenditures, including the acquisition of additional property for use as Common Properties, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment. Each such assessment shall be in the same amount for each Lot.

#### COMMON PROPERTY EASEMENT

Each Owner shall have for himself, his immediate household and guests a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. Such easement shall be subject to the right of the Developer or Association to borrow money and mortgage the Common Property for the purpose of improving and maintaining same; and subject to any Rules or Regulations relating to the Common Property as contained herein or as may be promulgated by the Association.

Title to Common Properties The Developer shall retain the legal title to the Common Properties until such time as it has completed any improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same.

Special Assessments The Association may levy a special assessment applicable to a specified number of years; provided, however, that any such assessment shall be approved by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association. Members shall be given written notice thirty (30) days in advance of the date of the meeting at which such vote shall be taken stating that a special assessment for a stated purpose or purposes will be considered and discussed at such meeting.

Assessment Prorations In the event the Initial Conveyance

of a Lot takes place after any assessments in effect have become due and payable pursuant to the foregoing, the amount shall be due and payable upon the conveyance of said Lot.

Assessment Default If any annual or special assessment or installment of a special assessment is not paid within sixty (60) days after the due date, it shall be deemed to be in default, and such delinquent assessment or installment shall bear interest from the due date at the rate of Fifteen Percent (15%) per annum or at such other rate as may be set by the Association. The Association may, after such sixty (60) days, file a notice of lien with respect thereto, stating the amount due, signed by the President and Secretary of the Association, and duly acknowledged and witnessed, in the office of the Recorder of Lake County, Ohio.

Statement of Unpaid Assessments Statements in respect to existence and amount of unpaid liens and assessments on any Lot shall be provided by the Association to any prospective purchaser or mortgagee of said Lot upon request.

Exempt Property. The following property shall be exempted from the assessments and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use:

(b) The Common Properties (except with respect to any assessment levied or lien imposed on any undivided fee interest therein concomitant with the assessment of or imposition of a lien on any Lot as defined herein; and

(c) All properties exempted from taxation by the laws of the State of Ohio, upon the term and to the extent of such legal exemption.

Notwithstanding any other provision herein, no Lot devoted

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to dwelling use shall be exempted from said assessments or liens.

PROTECTIVE COVENANTS

Land Use. Each Lot shall be used and occupied only for private, single-family, residential purposes, and only one single-family residence (hereinafter "Dwelling"), shall be constructed or erected on any Lot.

APPROVAL OF PLAN AND SPECIFICATIONS

Excepting the Common Property, no building or other structure shall be erected, constructed, placed or suffered to remain upon or within the Property or any portion thereof, except for fences, signposts and other such items which are intended to enhance the common use and enjoyment of the Property, which do not significantly compromise the nature of same, unless or until the size, location, type, style of architecture use, the materials of construction thereof, the color scheme therefore, the grading plan of the lot, including the grade elevation of said dwelling, the plat plan showing the proposed location of said dwelling upon said premises and the plan, including the landscape plan, specifications and details of said dwelling shall have been submitted in writing to the Developer, or in the event the Developer no longer holds any interest in the Property, the Association, or its successors or assigns, and until such plans and specifications shall be been approved in writing by the Developer, or in the event the Developer no longer holds any interest in the Property, the Association. If the said plans and specifications are not approved or disapproved, within Thirty (30) days after the submission thereof in writing as set forth above, such plans and specifications as have been submitted in accordance with the terms hereof shall be deemed to have been approved by the

Developer or in the event the Developer no longer holds an interest in the Property, the Association. Approval of said plans and specifications by the Developer and/or the Association shall in no way be deemed to constitute approval of such plans and specifications by the Township of Painesville, Lake County, State of Ohio, or any other governmental entity, and shall in no way relieve the Owner of the duty to comply with any codes, restrictions, ordinances, zoning requirements, or any other regulations of any kind which may be otherwise imposed by said governmental entities.

Construction All construction work commenced on said premises shall be completed within a reasonable time after the start of construction thereof in accordance with the plans and specifications so approved by the Developer or where applicable, the Association, and who shall have the right to inspect all such construction work at all reasonable times to ensure the compliance with such plans and specifications.

NUISANCES. No noxious or offensive trade or activity shall be carried on upon any of the aforementioned Lots; nor shall anything be done on any of said Lots which may be or may become an annoyance or nuisance to any of the other Lots of the Owners hereof.

OUTBUILDINGS. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, and no structure of a temporary character detached from the residence shall be used for storage purposes.

NO COMMERCIAL USE. No spiritous, vinous or fermented liquors of any kind shall be manufactured or sold, either



wholesale or retail, upon said Property, and no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said Property. No well for gas, water, oil or other substance shall at any time, whether intended for temporary or permanent purposes, be erected, placed or suffered to remain upon said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the Owner or Owners of any of the aforementioned Lots.

NO ANIMALS No animals, rabbits, or poultry of any kind and no species of fowl, livestock, birds or insects shall be kept upon or maintained on any part of any of the aforementioned Lots except domestic dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred, or maintained for any commercial purpose.

COMMERCIAL VEHICLES. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on the Property unless the same are in a garage or at the rear of the Dwelling and out of view from the curb in front of the Dwelling, provided, however, that nothing herein contained shall prohibit the reasonable use of such vehicles as may be necessary during construction of the homes to be constructed on the aforementioned Lots.

RUBBISH. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

GARAGES. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon any of the aforementioned Lots unless and until the size, location, type, style of architecture, cost, materials, color and grade shall have first been approved in writing as required of all other construction as set forth hereinabove.

SUBDIVIDING. No Owner or successor in title shall subdivide or convey less than the whole of any any of the aforementioned Lots without first obtaining the written consent of the Developer or in the event the Developer no longer holds any interest in the Property, the Association.

EASEMENT. The Developer until such time as it no longer holds any interest in the Property, and the Association reserve unto themselves, their successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each of the aforementioned Lots designated as utility rights-of-way, for the constructions, operation and maintenance of electrical and telephone utilities, lines and conduits and for water, gas and sewer lines and conduits, or any other public utility facilities together with the necessary or proper incidents and appurtenances; and no building or their structure, or any part thereof, shall be erected or maintained upon any part of the aforementioned Lots over or upon which easements for the installation and maintenance of such public utilities and sewer lines will or have been granted.

EXTERIOR MAINTENANCE. The Owner of each Lot shall provide reasonable exterior maintenance, upon said any improvements upon such Lot: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, driveways, walks and other exterior improvements. The Owner of each Lot shall also mow or cause to be mowed all grass or other vegetation thereon, except decorative landscaping, ground cover and garden plants, to a height not exceeding four inches. The Association shall perform such duties with respect to the Common Properties. Each Lot Owner shall install and maintain at his own cost a mailbox conforming to Developer's and/or Association's specifications, which specifications shall conform to the U.S. Postal Service requirements mandating the location of said mailbox, and shall require that the mailbox post and

platform for the mailbox be shared with one neighbor.

VARIANCES. In connection with the restrictions contained herein, it is hereby provided that if, in the sole opinion of the Developer, or in the event the Developer no longer has an interest in the Property, the Association, the enforcement of the provisions hereof would work an undue hardship in the sale or development of said Lots, by reason of the shape, dimensions or topography of any of the Lots herein described, or by reason of the shape, dimensions or type of dwelling proposed to be erected on any of said Lots, the Developer, or where applicable, the Association, may, in its sole discretion, permit a variance or waiver of any of the restrictions herein.

RESTRICTIONS TO RUN WITH THE LAND. The foregoing restrictions, and each and every one of them, shall be held and considered as running with the land hereby described, together with all Added Property, if any, and with each and every part of such land, and shall be construed toward their strict enforcement whenever reasonably necessary to insure uniformity and harmony of plan, development and use of said subdivision, and if necessary, they shall be so extended and enlarged by reasonable implication so as to make them fully effective to accomplish such purposes. The reasonable construction placed upon them by Developer and/or the Association, their successors and assigns, in good faith shall be final and binding as to all persons and property benefited or bound thereby. Each provision of these Covenants and Restrictions shall be separate covenant, and the holding of any covenant invalid for any cause shall not affect the validity of any other.

ENFORCEMENT. Each provision, covenant, easement, or restriction contained herein shall be enforceable at the suit of the Developer, the Association, or their respective successors and assigns, or any other Owner or lawful occupant of any Lot,

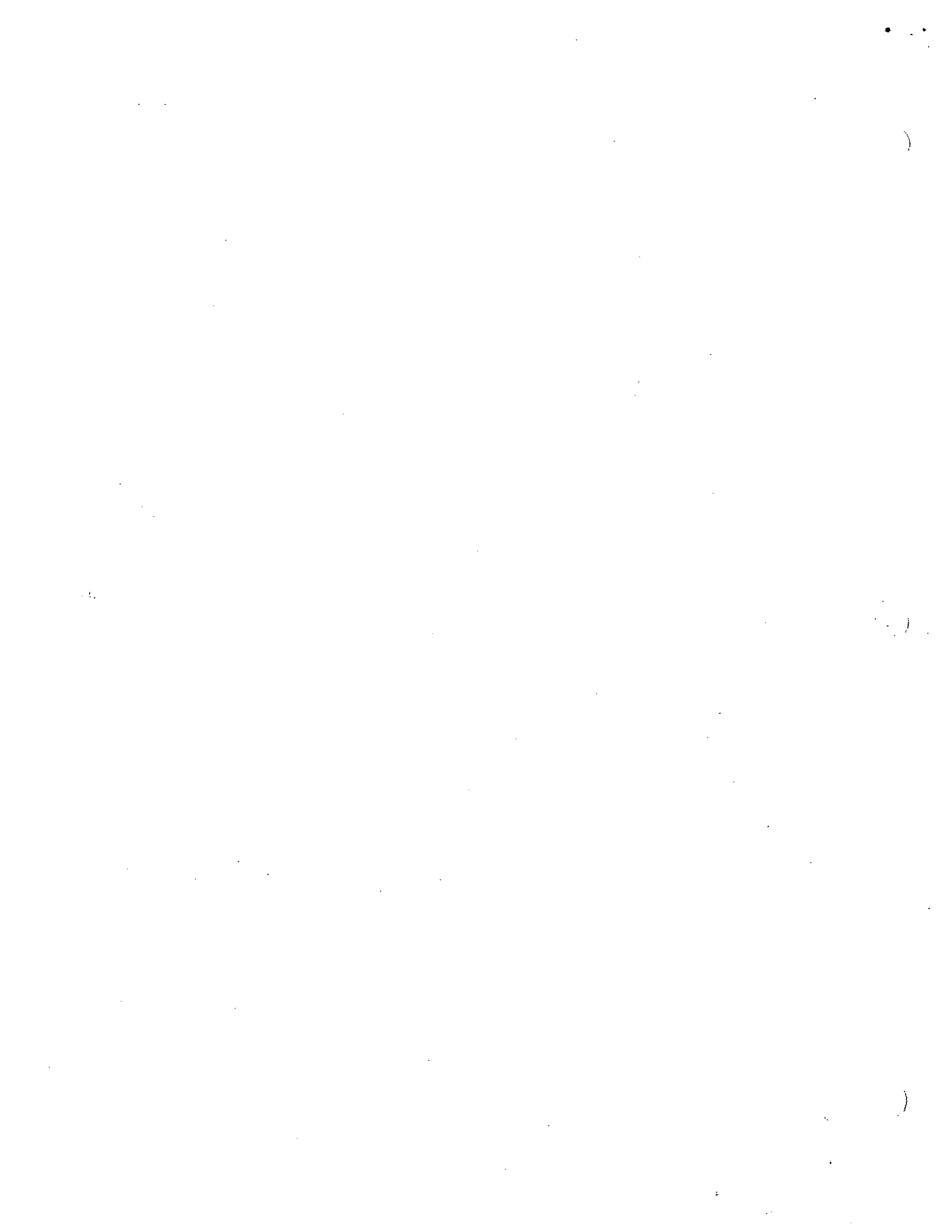
subject hereto, or any of other person holding a property interest in the Heathersone Village Subdivision No. 1, or a part thereof, who is damaged or prejudiced by breach of such provision, including, without limitation, the Township of Painesville with respect to the obligations of the Association to administer and maintain the Common Properties as the case may be. The Association shall reimburse the Developer, until such time as the Developer possesses no interest in the Property, for any costs or expenses incurred by the Developer in enforcing any of the conditions contained herein subject to the condition that the right to such reimbursement shall in no way be deemed to require the Developer to undertake such enforcement. Failure to enforce any provision shall not constitute a waiver, acquiescence or consent, to any concurrent or subsequent violation of any such provision.

The Developer, or in the event the Developer holds no interest in the property, the Association, their successors and assigns, reserve the right in the case of any violation or breach of any of the foregoing Restrictions to enter the property upon which or as to which such violation or breach exists, and to summarily abate and remove at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof as interpreted by the Developer and/or Association and the said Developer or Association shall not, be reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. Further the Developer and/or Association may enjoin, abate or remedy by appropriate legal proceedings, with in law or in equity, the continuance of any breach of these restrictions. Any expenses incurred under this provision by either the Developer or Association shall be assessed against the Owner against whom such enforcement was

sought and for which the Developer or Association is hereby authorized to file a lien against any Lots of such Owners in an amount equal to said expenses and costs.

EXPIRATION. The foregoing Restrictions shall remain in effect until January 1, 2016 unless, within the year immediately proceeding such date, they are extended as written or as changed by consent thereto in writting signed, witnessed and acknowledged as then required by the laws of Ohio for the conveyance of real estate, by Owners of sixty-five percent (65%) of all the Lots subject to such provisions, excluding all mortgagees and lien-holders and purchasers under executory contracts; provided, however, that the Developer hereby reserves the exclusive right at any time and from time to time until January 1, 1990 to modify, change, alter, add or rescind any provision of the covenants and restrictions, but not the easements set forth herein by executing an instrument in writing which sets forth any modification, change, alteration, addition or rescission or any combinaton of such actions, and by filing of record said instrument in the Lake County Records; provided, however, that any such modification, change, alteration, addition or rescission shall be made only if in the judgment of the Developer, the development or lack of development of the Heatherstone Village Subdivision requires such modifications, change, alteration, addition or rescission or if in the judgment of the Developer the purposes of the general plan of development will be better served upon such action.

Notices. Any notice required to be sent to any Owner under the provisions of these Covenants and Restrictions shall be deemed to have been properly sent when mailed; post paid, by regular mail to the last known address of said Owner as such appears on the records of the Association.



**AMENDED  
CODE OF REGULATIONS  
OF  
HEATHERSTONE VILLAGE HOMEOWNERS ASSOCIATION**

*Proposed: November 1, 1999*

*Adopted: December 31, 2000 ~~ASJ~~*

**ARTICLE I**

**Definitions**

**1.1 In this Code of Regulations:**

**1.1.1 "Association"**- means the Heatherstone Village Homeowners Association, a nonprofit corporation organized and existing under the laws of the state of Ohio, Charter No. 807787.

**1.1.2 "Common Property"**- means any and all property owned by the Heatherstone Village Homeowners Association, including, but not limited to, recreational and landscaped areas and facilities and any cul-de-sac not maintained by the Township of Painesville.

**1.1.3 "Declaration"**- means the Declaration of Restrictions, Covenants and Easements, Heatherstone Village Subdivision No. 1 recorded at Volume 213, page 1272 of the official records of Lake County, established for the benefit of the Association, its members, and the Common Property.

**ARTICLE II**

**Membership**

**2.1 Eligibility.**

**2.1.1** Every Owner automatically shall be a member for so long as he or she is an Owner, provided that any such person or entity who holds such interest merely as security for the repayment of money or performance of any obligation shall not be a Member. Heatherstone Village Development Corporation (*the "Developer"*) shall be a Member until it has conveyed every lot owned by it. For the purpose of determining membership, ownership will be deemed to have vested upon delivery of a duly executed deed or contract to the grantee. Membership shall terminate upon the sale or other disposition of the subplot by the owner(s). Membership rights, including voting rights, of any Member may be suspended by action of the Board of Trustees if the Member has failed to pay when due, any assessments or charge lawfully imposed on him or any property owned by him, or the Member, or his family shall have violated any rule or regulation of the Board regarding the use of any property or conduct.

**2.2 Rights of Membership.**

**2.2.1** Each member is entitled to the use and enjoyment of the Common Property in accordance with the Declaration and Rules and Regulations.

### **2.3 Voting Rights.**

**2.3.1** The Association shall have two classes of voting membership:

**2.3.1.1 Class A.** Class A Members shall be all Members with the exception of Class B Members. Each Class A Member shall be entitled to one vote for each lot owned by such Member. In the event a subplot is owned by more than one owner, the owners shall not be entitled to more than one vote with respect to any such subplot.

**2.3.1.2 Class B.** Class B Members shall be Heatherstone Village Development Corporation and its successors and assigns. Each Class B Member shall be entitled to four votes for each subplot owned by it.

### **2.4 Proxies.**

**2.4.1** Any Member of record may be represented at any meeting of the Members, annual or special, and may vote by proxy or proxies, evidenced by an instrument in writing, but such written proxy must be first filed with the Secretary of the Association before the person authorized may vote for thereunder. No proxy shall be valid after the expiration of thirty (30) days from the date of execution, unless the member executing it shall have specified therein the length of time it shall continue in force. A proxy may be overridden by the presence at a meeting of the person appointing a proxy, providing such person registers their attendance with the Secretary prior to the commencement of the meeting.

## **ARTICLE III**

### **Membership Meetings**

#### **3.1 Annual Meeting.**

**3.1.1** The Annual Meeting of the Members of the association shall be held at such location as may be specified in the notice of the meeting. The Annual Meeting shall be held on or about the third Thursday in February.

#### **3.2 Special Meetings.**

**3.2.1** Special meetings of the Members may be held at such times and places as may be specified in the notice therefor, whenever called by the President, Vice President, or Secretary, or any three or more Members of the Board of Trustees. The Secretary shall call a special meeting upon written request of the Members who have a right to vote one-fourth ( $\frac{1}{4}$ ) of all the votes of the entire membership.

#### **3.3 Notices.**

**3.3.1** Notices of meetings shall be given to the Members by the Secretary, either personally, or by mailing to the addresses appearing in the membership records. Notice of any meeting, annual or special, shall be mailed not less than ten (10) days in advance of the meeting, and shall specify the purpose of the meeting.



### **3.4 Quorum.**

3.4.1 At any meeting of Members, there shall be present in person (*or by proxy*), a simple majority of the Members of the association in order to constitute a quorum for the purpose of conducting the business of the association. All proxies shall be in writing and be filed with the Secretary at the commencement of the meeting. Any proxy given by a person who shall not be a qualified Member on the date of the meeting shall be void.

### **3.5 Waiver of Notice of Meeting.**

3.5.1 A Member may waive notice of the time, place, and purpose of any meeting of Members, either (*a*) by written waiver, specifying the date and place of the meeting either before or after such meeting, or (*b*) by attendance in person (*or by proxy*) of such Member at such meeting, without protesting, prior to or at the commencement of such meeting, the lack of proper notice.

### **3.6 Action Without Meeting.**

3.6.1 Any action that may be authorized or taken at a Member's meeting may be authorized or taken without a meeting in a writing or writings signed by a simple majority of the Members who would be entitled to notice of meetings of the Members held for such purpose, and such writing or writings shall be made a part of the records of the Association.

## **ARTICLE IV**

### **Board of Trustees**

#### **4.1 Trustees.**

4.1.1 The Association shall be governed by a Board of Trustees in accordance with the Articles of Incorporation of the association. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Trustees shall have the power:

- (a) to appoint and remove at the Board's discretion all officers, agents, and employees of the Association, prescribe their duties, fix compensation, and require security or fidelity bonds as it may deem expedient;
- (b) to establish, levy, assess, and collect annual charges and all other charges referred to in the Declaration;
- (c) to adopt and publish rules and regulations governing the use of the common property and the personal conduct of the Members, families, and guests, with respect thereto;
- (d) to exercise for the association all powers, duties, and authorities vested in this Association stated in this Code of Regulations and in the Declaration of Restrictions, Covenants, and Easements, Heatherstone Village Subdivision No. 1, except those expressly reserved to the Members;
- (e) in the event that any member of the Board of Trustees is absent from three (3) consecutive, regular meetings of the Board of Trustees, the Board may in its discretion by action taken declare the office of the absent Trustee to be vacant.

## **4.2 Election.**

4.2.1 The election of Trustees shall be held at each Annual Meeting or at any special meeting called for the purpose of electing Trustees. The Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to cast under the Articles of Incorporation and Code of Regulations of the association. The nominees receiving the largest number of votes shall be elected. There shall be no cumulative voting.

## **4.3 Term of Office.**

4.3.1 Whenever possible, members of the Board of Trustees shall be elected on a staggered basis for a service term of two (2) years.

## **4.4 Duties.**

4.4.1 It shall be the duty of the Board of Trustees:

- (a) to cause to be kept a full and accurate record of its acts and to present a statement thereof to the Members at the annual meeting or at any time when requested in writing, by one-fourth ( $\frac{1}{4}$ ) of the full membership;
- (b) to supervise all employees and agents of the Association and to see that the duties of each are properly performed;
- (c) in accordance with the declaration, fix the amount of the annual charge against each subplot as soon as practicable after the beginning of each calendar year, and to send a written notice of each assessment to every owner subject to assessment;
- (d) to administer, manage, collect assessments, pay debts, discharge obligations, maintain, repair, alter, improve, the property of the Association, provided, however, that the Association may delegate, or hire a Managing Agent to perform, all or any portion of its authority to discharge such responsibility. Any Managing Agent hired by the Board may be paid a reasonable compensation therefor, which compensation shall be included in assessments.
- (e) to act as a nominating committee for the annual election of members to the Board of Trustees.

## **4.5 Vacancies.**

4.5.1 Mid-term vacancies in the Board of Trustees shall be filled by the affirmative vote of the remaining Trustees.

# **ARTICLE V**

## **Trustees' Meetings**

### **5.1 Notice.**

5.1.1 No notice need be given for a regular meeting of the Board. Notice of any special meeting shall be given at least three (3) days before the special meeting is held.

**5.2 Regular Meetings.**

5.2.1 The Board of Trustees shall hold regular meetings (*at least quarterly*) at such times and places, as they shall from time to time decide.

**5.3 Special Meetings.**

5.3.1 Special meetings of the Board of Trustees shall be called by the Secretary upon request of any officer of the Association or by any two (2) Trustees.

**5.4 Quorum.**

5.4.1 At all meetings of the Board, a majority of the Board of Trustees shall constitute a quorum, and, except as otherwise provided by law or by the Code of Regulations, the act of majority of the Trustees present shall be the act of the Board.

**5.5 Action Without Meeting.**

5.5.1 Any action which may be authorized or taken at a Trustees' meeting may be authorized or taken without a meeting in a writing or writings signed by all of the Trustees held for such purpose, and such writing or writings shall be made a part of the records of this Association.

**ARTICLE VI**

**Officers**

**6.1 Offices.**

6.1.1 The officers of the Association shall be a President, Secretary, and a Treasurer. The President shall be a member of the Board of Trustees. A Vice President may be elected if the Board of Trustees deems such an officer necessary.

**6.2 Election by Board of Trustees.**

6.2.1 All officers shall be elected at the Annual Meeting of the Board, and each officer shall hold office until the next Annual Meeting of the Board and until his or her successor shall have been duly elected and qualified or until his or her earlier death, resignation, or removal in accordance with the Code of Regulations. The officers shall be chosen by a majority vote of the Trustees.

**6.3 President; Duties.**

6.3.1 The President shall be the chief executive officer of the Association and as such shall have general supervision of the affairs and property of the Association and over its several officers, subject to the direction of the Board of Trustees. The President shall, if present, preside over all meetings of the Board of Trustees, and shall generally do and perform all acts incident to the office of President. He or she may sign in the name and on behalf of the Association all notes, leases, mortgages, deeds, and all other written instruments authorized by the Board, except where the Board shall delegate the execution thereof to some other officer or agent of the Association.

**6.4 Vice President; Duties.**

6.4.1 The Vice President shall perform all of the duties of the President in the event of his or her absence or disability, and when so acting shall have all of the powers and be subject to all restrictions placed upon the President.

**6.5 Secretary; Duties.**

6.5.1 The Secretary shall act as Secretary of the Board of Trustees and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He or she shall sign all certificates of membership. He or she shall keep the records.

**6.6 Treasurer; Duties.**

6.6.1 The Treasurer shall receive and deposit in bank accounts approved by the Board all monies of the Association and shall disburse such funds as directed by a resolution of the Board of Trustees; provided, however, that a resolution of the Board of Trustees shall not be necessary for the disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association.

**6.7 Books and Accounting.**

6.7.1 The Treasurer shall keep, or cause to be kept, proper books of account. Within 120 days after the end of each fiscal year of the Association, the Board shall obtain from the Managing Agent annual financial statements, certified by an officer of the Managing Agent. The Treasurer shall cause an annual budget and an annual balance sheet statement to be prepared, and the budget and balance sheet statement shall be presented to the membership at its Annual Meeting.

**6.8 Audit.**

6.8.1 At any time upon the request of a majority vote of the Members, or upon request of the Board, the Board shall cause a review of the Association's books to be made by a certified public accountant, with the costs of any such additional review to be made at the expense of the Association.

**ARTICLE VII**

**Committees**

**7.1 Formation of Committees.**

7.1.1 The Board of Trustees may establish from time to time such committees, as it shall deem reasonable.

**ARTICLE VIII**

**Books and Records**

**8.1 Inspection.**

8.1.1 The books, records and papers of the Association shall be at all times, during reasonable business hours, be subject to inspection by any Member.

## ARTICLE IX

### Amendments

#### **9.1 Amendment Procedure.**

9.1.1 This Code of Regulations may be amended, at a regular meeting of the members, by a vote of the majority of a quorum of the Members, by a vote of the majority of a quorum of the Members present in person or by proxy, provided that those provisions of this Code of Regulations which are covered by Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further by the Declaration may not be amended except as provided in the Declaration.

#### **9.2 Controlling Documents.**

9.2.1 In the case of any conflict between the Articles of Incorporation and this Code of Regulations, the Articles shall control, and in the case of any conflict between the Declaration and this Code of Regulations, the Declaration shall control.

## ARTICLE X

### Indemnity

#### **10.1 Policy.**

10.1.1 Each Trustee, officer, director, agent, employee or volunteer of this association shall be indemnified under the standards set by and to the fullest extent allowable under Section 1702.12(E), Ohio Revised Code, as the same shall be amended from time to time.

## ARTICLE XI

### Miscellaneous

#### **11.1 Fiscal Year.**

11.1.1 The fiscal year of the Corporation shall end on the 31<sup>st</sup> day of December in each year, or on such other day as may be fixed from time to time by the Board of Trustees.

#### **11.2 Mortgages.**

11.2.1 The Board of Trustees may authorize any mortgage or pledge of all or any of the property of this Association of any description, or any interest therein, for the purpose of securing the payment or performance of any obligation or contract of this Association. No vote or consent of the Members of this Association or authorization from a court pursuant to Section 1715.39, Ohio Revised Code, is necessary for such action.

#### **11.3 Property.**

11.3.1 All property acquired by this Association by purchase, gift, bequest or otherwise shall be the absolute property of this Association, unless at the time of acquiring such property it is specified in writing.

**11.4 Sale or Disposition of Assets.**

11.4.1 The Board of Trustees of this Association may authorize the lease, sale, exchange, transfer or other disposition of any of the assets of this Association without the necessity of procuring authorization from the court pursuant to Section 1715.39, Ohio Revised Code.

**ARTICLE XII**

**Dissolution**

**12.1 Procedure.**

12.1.1 The Association may be dissolved with the written assent of at least two-thirds ( $\frac{2}{3}$ ) of each class of members. Upon the dissolution of the Association, other than incident to merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created.