

BYLAWS – CODE OF REGULATIONS 4/18/2011

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CODE OF REGULATIONS FOR THE ARBOR TRAILS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I GENERAL

SECTION 1. Name and Nature of the Association. The name of the Association shall be The Arbor Trails Homeowners Association, Inc., and shall be an Ohio nonprofit corporation.

SECTION 2. Membership. Each owner upon acquisition of title to a Lot shall automatically become a member of the Association. Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

SECTION 3. Definitions. The terms used in this Code of Regulations shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Arbor Trails Homeowners Association, Inc. recorded in instrument no. 5579195 of the Official Records of Summit County, Ohio, unless the context shall prohibit.

ARTICLE II MEETINGS OF MEMBERS

SECTION 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in the City of Macedonia, Summit County, Ohio or as convenient thereto as possible and practical.



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SECTION 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and time as set by the Board.

SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or a written petition signed by at least twenty-five percent (25%) of the total votes of the Association. The notice of special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meetings of the Association stating time and place where it is to be held, and in the case of a special meeting the purpose. Notice shall be given in accordance with Article VII, Section 7 herein. Notices for meetings of the Members shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. In the event of attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

SECTION 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If the time and place of the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for special meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the

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withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

SECTION 7. Voting Rights. Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

SECTION 8. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

SECTION 9. Majority of Owners. As used in this Code of Regulations, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

SECTION 10. Quorum. Except as otherwise provided in these Code of Regulations or in the Declaration, those Members present, in person or by proxy shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

SECTION 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and



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record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 12. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

**ARTICLE III
BOARD OF DIRECTORS**

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or this Code of Regulations, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors, each of whom shall have one vote.

SECTION 2. Number and Qualification of Directors. The Board of Directors in the Association shall consist of no less than three (3) and no more than five (5) persons and shall be those named in the Articles of Incorporation or other such person or persons as may be substituted by the Declarant pursuant to Article XIII, Section 13.3 thereof. Except with respect to Directors appointed by the Declarant, the Board shall consist of Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. If an Owner is not an individual, that Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Owner.

SECTION 3. Director's During Declarant Control Period. The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association and to re-organize the Board and determine the numbers of Directors and representation by neighborhood during the Declarant Control Period. The Directors selected by the Declarant shall serve at the pleasure of the Declarant until one hundred eighty days after the end of the Declarant Control Period pursuant to the Declaration.

SECTION 4. Right to Disapprove of Actions. This section may not be amended without the express written consent of the Declarant as long as the Declarant owns a Lot. So long as Declarant owns a Lot, Declarant shall have a right to disapprove of actions of the Board or any Board Committee. This right shall be exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

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No action authorized by the Board or any Board Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

- a. The Declarant shall have been given written notice of all meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address Declarant has registered with the Secretary of the Association, as it may change from time to time, which notice shall set forth with reasonable particularity the agenda for the meeting; and
- b. The Declarant shall be given the opportunity at any such meeting to join in or have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the members of the Board and/or subject committee. The Declarant shall have the right to disapprove of any action, policy, or program proposed by the Board or any committee thereof. This right to disapprove shall serve to block any proposed action from moving forward. The Declarant shall not use its right of disapproval to require a reduction in the level of services the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

SECTION 5. Powers and Duties. In addition to the duties imposed by the Declaration or by any resolution of the Association that may be hereafter adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- a. preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;
- b. making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, however, that unless otherwise determined by the Board, the annual assessment against the proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;



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- c. providing for the operation, care, upkeep, and maintenance of all the Common Elements;
- d. collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, however, that any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;
- e. making and amending rules;
- f. opening of bank accounts on behalf of the Association and designating the signatories required;
- g. enforcing by legal means the provisions of the Declaration, this Code of Regulations, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- h. obtaining and carrying insurance against liabilities, as provided in the Declaration, and paying the premium cost thereof;
- i. paying the cost of all services rendered to the Association or its Members and not chargeable directly to individual Owners;
- j. keeping books with accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- k. make available to any prospective purchaser of a Dwelling Unit, any Owner of a Dwelling Unit, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Dwelling Unit, current copies of the Declaration, the Articles, this Code of Regulations, rules governing Dwelling Units, and all other books, records, and financial statements of the Master Association. The Association may impose a reasonable charge for the foregoing in order to defray duplication costs;
- l. permit utility suppliers to use portions of the Property reasonably necessary to the ongoing or operation of the Property; and

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- m. entering into easement agreements, license agreements and other agreements with utility companies (both private and public), with Owners within the Property, and with the owners of neighboring properties.

SECTION 6. Nomination of Directors. Except for Directors selected by the Declarant, nominations for election of the Board of Directors shall be made by the Members at the annual meeting. The Members present at an annual meeting or at a special meeting called for the purpose of electing Directors may make as many nominations for election to the Board as they shall in their discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 7. Election of Directors. Except for Directors selected by the Declarant, the Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

SECTION 8. Term of Office; Resignations. Except for those Directors appointed by the Declarant, each Director shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Code of Regulations that the terms of the Directors shall be staggered with one (1) Director being elected in odd numbered years and two (2) Directors being elected in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent.

Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association. Such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 9. Compensation. Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 10. Removal of Directors. Except for those Directors appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

SECTION 11. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

SECTION 12. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

SECTION 13. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 14. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director at least seventy-two (72) hours before the time set for the meeting in accordance with Article VII, Section 7.

Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. In the event of attendance of any Director at any meeting without protesting, prior to or at the commencement of at the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

SECTION 15. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially

present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

SECTION 16. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

SECTION 16. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

SECTION 17. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 18. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting if such action is approved by the written consent of a majority of the Directors. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within the Property within three (3) days after written consents of all the Board members have been obtained.

SECTION 19. Voting By Directors. A Director who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:

- a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;
- b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or
- c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately

after adjournment of the meeting. This right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

**ARTICLE IV
OFFICERS**

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Directors. All officers must be Members of the Association.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Secretary shall have primary responsibility for the preparation and maintenance of all minutes and other records or actions by the Board, and shall provide all notice required hereunder and handle all correspondence or other communications of the Association, either directly or by delegation to other committees, the management agent, or both. The Treasurer shall have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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**ARTICLE V
COMMITTEES**

SECTION 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 2. Executive Committee. The Board of Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of one or more Directors. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association. The Declarant during any Declarant Control Period shall have the right to appoint an Executive Committee and to delegate such duties as the Declarant deems necessary.

SECTION 3. Architectural Control Committee. The Board of Directors may appoint an Architectural Control Committee which shall be responsible for plan approval in accordance with Article IX of the Declaration. In addition, the committee shall develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

**ARTICLE VI
DETERMINATION AND PAYMENT OF ASSESSMENTS**

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot not owned by Declarant for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to

both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

SECTION 3. Petition for Reconsideration of Budget Increase. If the Board receives a petition for reconsideration of budget increase as set forth in Article VII, Section 7.9 of the Declaration, then the Board shall forthwith call a special meeting of the Members. At such meeting, the Members in good standing, in person or by proxy, exercising at least sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount proposed in the petition, but not lower than the previous year's budget, nor lower than the amount necessary to meet the Declaration obligations of the Association.

SECTION 4. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

SECTION 5. Computation of Assessments. The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis. No Assessment of any kind shall be levied against Declarant or any Lots owned by Declarant.

SECTION 6. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments shall be payable annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section 1343.03 of the Ohio Revised Code calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Code of Regulations.

SECTION 7. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including but not limited to foreclosure of the lien perfected by the filing of the Declaration. Interest and all costs of such collection, including but not limited to court costs, lien fees, witness and expert

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witness fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot.

**ARTICLE VII
MISCELLANEOUS**

SECTION 1. Fiscal Year. The Association may adopt any fiscal year as determined by the Board.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or this Code of Regulations.

SECTION 3. Conflicts. If there are conflicts or inconsistencies between the Articles of Incorporation, the Declaration, and these Code of Regulations, the Declaration, the Articles of Incorporation, and this Code of Regulations (in that order) shall prevail.

SECTION 4. Books and Records.

Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within City of Macedonia, Summit County, Ohio, as the Board shall prescribe.

a. **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

i. notice to be given to the custodian of the records by the Members desiring to make the inspection;

ii. hours and days of the week when such inspection may be made;

and

iii. payment of the cost of reproducing copies requested by a Member.



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b. Withholding of Books and Records. Communications, books and records may be withheld from examination or copying by Members to the extent that the records concern:

- i. information that pertains to Property related personnel matters;
- ii. communications with legal counsel or attorney work product that pertains to pending litigation or other Property related matters;
- iii. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- iv. information that relates to matters involving enforcement of Association documents or rules and regulations promulgated pursuant thereto;
- v. information, the disclosure of which would be in violation of law; or
- vi. meeting minutes or other records of an executive session duly called.

c. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Records of Unit Owners. Within thirty days after a Dwelling Unit Owner takes title to a Lot, the Owner shall provide the following information in writing to the Association through the Board:

- a. The home address, home and business mailing addresses, and the home and business telephone numbers of the Owner and all Occupants of the Dwelling Unit;
- b. The name, business address and business telephone number of any person who manages the Owner's Dwelling Unit as an agent of that Owner.
- c. Within thirty days after a change in any information that this section requires, an Owner shall notify the Association, through the Board, in writing of the change. When the Board requests, an Owner shall verify or update the information.

SECTION 6. Authorized Communications Equipment. Authorized communications equipment means any communications equipment which provides a transmission, including, but not limited to, by telephone, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with each other. The Board shall have the right to adopt procedures and guidelines regarding such equipment and its use.

SECTION 7. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or sent by any one of the following: facsimile, electronic mail, or by United States mail, express mail, or courier service, with postage or fees prepaid:

a. if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner; or

b. if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

c. In computing the period of time for the giving of a notice required or permitted under the Articles, the Declaration, the Code of Regulations, or a resolution of its Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by facsimile or electronic mail, the notice shall be deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail or courier service, the notice shall be deemed to have been given 3 days after deposited in the mail or the next day when deposited with the overnight or same day courier service, instructing the service to make delivery no later than overnight.

d. A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

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MISC 156.00
John R Donofrio, Summit Fiscal Officer

SECTION 8. Amendment. The Declarant may unilaterally amend this Code of Regulations at any time during the Declarant Control Period. Thereafter, this Code of Regulations may be amended by a majority of the Owners. During such time as the Declarant has the right to appoint Directors of the Association pursuant to Article XIII, Section 13.3 of the Declaration, the Declarant shall have the right to consent to any amendment to this Code of Regulations pursuant to the provisions in the Declaration before it becomes effective.

SECTION 9. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

Adopted pursuant to a resolution of the Board of Directors.

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MISC 156.00
John A. Bonafino, Summit Fiscal Officer

IN WITNESS WHEREOF, The Arbor Trails Homeowners Association, Inc., by and through its Board of Directors, is recording this previously adopted Code of Regulations that was in effect as of June 21st, 2010 and is currently in effect, for the purpose of complying with Ohio Revised Code §5312.02.

The Arbor Trails Homeowners Association, Inc.

by: *Jerry Mazuchowski*
Jerry Mazuchowski, Director

by: *Martin Schlessel*
Martin Schlessel, Director

by: *Neille Vitale*
Neille Vitale, Director

STATE OF OHIO)
)ss:
COUNTY OF SUMMIT)

Before me a Notary Public in and for said County and State, personally appeared Jerry Mazuchowski, known to me to be a Director of The Arbor Trails Homeowners Association, Inc., and acknowledged to me that he did sign said instrument in the name and on behalf of said The Arbor Trails Homeowners Association, Inc. as such Director, and that the same is his free act and deed as such Director of said The Arbor Trails Homeowners Association, Inc.

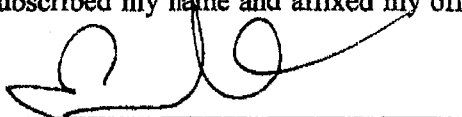
In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 18 day of APRIL, 2011.

[Signature]
ERYN MYERS
Notary Public, State of Ohio, Cuy. Cty.
My commission expires May 19, 2012

STATE OF OHIO)
)ss:
COUNTY OF SUMMIT)

Before me a Notary Public in and for said County and State, personally appeared Martin Schlessel, known to me to be a Director of The Arbor Trails Homeowners Association, Inc., and acknowledged to me that he did sign said instrument in the name and on behalf of said The Arbor Trails Homeowners Association, Inc. as such Director, and that the same is his free act and deed as such Director of said The Arbor Trails Homeowners Association, Inc.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 15 day of April, 2011.



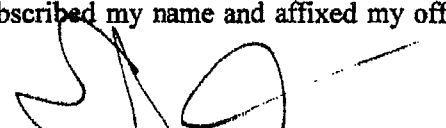
Notary Public, State of Ohio

STATE OF OHIO)
)ss:
COUNTY OF SUMMIT)

ERYN MYERS
Notary Public, State of Ohio, ^{Sum}Gay. Cty.
My commission expires May 19, 2012

Before me a Notary Public in and for said County and State, personally appeared Neille Vitale, known to me to be a Director of The Arbor Trails Homeowners Association, Inc., and acknowledged to me that she did sign said instrument in the name and on behalf of said The Arbor Trails Homeowners Association, Inc. as such Director, and that the same is her free act and deed as such Director of said The Arbor Trails Homeowners Association, Inc.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 15 day of April, 2011.



Notary Public, State of Ohio

This instrument was prepared
by James Vitale

ERYN MYERS
Notary Public, State of Ohio, ^{Sum}Gay. Cty.
My commission expires May 19, 2012