

Filed on 2/16/04 @ 10:32
Summit County Recorder's Office
Instrument No. 55002732

BYLAWS

OF

**HERITAGE WOODS CLUSTER AREA OWNER'S ASSOCIATION, INC.
TO BE KNOWN AS LAUREL WOODS**

ARTICLE I

Name, Principal Office, and Definitions,

Section 1. Name. The name of the Association shall be THE LAUREL WOODS OWNER'S ASSOCIATION, INC., an Ohio non-profit corporation (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association shall be located at 839 E. Market Street, Summit County, Ohio. The Association may have such other offices, either within or without Akron or Copley Township, as the Board of Trustees ("Board") may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, Easements and Restrictions for Laurel Woods of even date (said declaration, as amended, restated, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

ARTICLE II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B" ("Members"), as more fully set forth in the Declaration, the terms of which pertaining to memberships are specifically incorporated herein by reference.

Section 2. . Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the Members as may be designated by the Board either on the Property or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within thirty (30) days after the termination of the Class "B" Control Period specified in Article III, Section 2 hereof, unless the Developer determines at his sole discretion to call a special meeting prior thereto. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year



Dec 31st
annual meeting = part / [signature]

MIDLAND COMMERCE GROUP
ORDER NO Accom - Stile CAH

Section 4. Special Meetings. The Developer or the President of the Association may call special meetings. In addition, after the Developer is no longer a Class "B" Member, it shall be the duty of the President of the Association to call a special meeting of the Association, if so directed by resolution of a majority of the Board or upon a petition signed by holders of at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. A written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than seven (7) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after it is deposited in the United States mail addressed to the Class "A" Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of meeting of a Class "A" Member shall be deemed the equivalent of proper notice. Attendance at a meeting by a Class "A" Member, whether in Person or by proxy, shall be deemed a waiver by such Class "A" Member of notice of the time, date, and place thereof, unless such Class "A" Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting, shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Class "A" 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) or 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 a time and place for the adjourned meeting are 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 Class "A" Members in the manner prescribed for regular meetings.

The Class "A" Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Class "A" Members to leave less than a quorum, provided that at least twenty-five (25%) percent of the total votes of the Association remains present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Class "A" Members may act or vote in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a Member or Members of a proxy to vote or act on his or her behalf shall be made in writing to the Secretary of the Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Association by the Member or Members making such designation. Notice to, the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of at least one-third (1/3) of the voting power of the Class "A" Members of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The *President* shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Class "A" Members or any action which may be taken at a meeting of the Class "A" Members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Class "A" Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Class "A" Members.

ARTICLE III
Board of Trustees: Number. Powers. Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by the Board of Trustees, each of who shall have one (1) vote. Except with respect to Trustees appointed by the Developer, the Board shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. If a Member is a corporation or partnership, having the authority to designate a Trustee(s), a certificate signed by such Member shall be filed with the Secretary of the Association naming such Trustee(s), which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association.

Section 2. Trustees During Class "B" Control. The Trustees shall be selected by the Class "B" Member acting in his sole discretion and shall serve at the pleasure of the Class "B" Member until up to one hundred eighty (180) days after the first to occur of the following ("Class "B" Control Period"):

- (a) when twenty-five (25) Living Units permitted by the site plan for the Property referred to in the Declaration have been sold and conveyed to Persons other than the Developer;
- (b) when, at his discretion, the Class "B" Member so determines.

Section 3. Right to Disapprove Actions. This Section 3 may not be amended without the express, written consent of the Class "B" Member as long as the Class "B" membership exists.

So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Board, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, his heirs, successors, and assigns. The right to disapprove shall be as follows:

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

- (a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board meetings with Article III, Sections 8, 9, and 10, of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to these Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting, and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to 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 Class "B" Member, his representatives or agents shall have the right to make the Class "B" Member's concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class "B" Member shall have the right to disapprove any action, policy, or program authorized by the Board or any committee thereof and to be taken by the Board, such committee, the Association, or any individual Member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within twenty (20) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right of disapproval to require a reduction in the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Trustees. The number of Trustees in the Association shall consist of three (3) members.. The initial Board shall consist of the three (3) members as identified in the Articles of Incorporation of the Association.

Section 5. Nomination of Trustees. Except with respect to Trustees selected by the Class "B" Member, nominations for election to the Board of Trustees shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Class "A" Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor provided the nominee has given his/her commitment to the nominator of his/her willingness to serve. All candidates shall have a reasonable opportunity to communicate their qualifications to the Class "A" Members and to solicit votes.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within thirty (30) days after the time Class "A" Members own at least twenty-five (25) of the Living Units, or whenever the Class "B" Member earlier determines, the Association shall call a special meeting at which the Class "A" Members shall elect one (1) of the three (3) Trustees. The remaining two (2) Trustees shall be appointees of the Class "B" Member. The Trustee elected by the Class "A" Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a

term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such Trustee's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) At the first annual meeting of the membership after the termination of the Class "B" Control Period specified in Section 2 of this Article I, the Class "A" Members shall elect all three (3) Trustees. Immediately prior to such election, all persons previously elected or appointed, whether by the Developer or by the Class "A" Members, shall resign; provided, however, that such persons shall be eligible for reelection to the Board of Trustees. One (1) Trustee shall be elected to serve a term of three (3) years, one (1) Trustee shall be elected for a term of two (2) years, and one (1) Trustee shall be elected to serve a term of one (1) year. Upon the expiration of the initial term of office of each such Trustee, a successor shall be elected to serve a term of three (3) years. Thereafter, all Trustees shall be elected to serve three (3) year terms. For the purpose of the election of Trustees, each Class "A" Member shall have one (1) equal vote, and the Class "B" Member shall also be entitled to a vote for each Living Unit owned by the Class "B" Member, except as otherwise provided above.

At any election of Trustees, each Class "A" Member shall be entitled to cast one (1) equal vote with respect to each vacancy to be filled. The candidates receiving the largest number of votes shall be elected. Such election shall be by written secret ballot whenever requested by a Member of the Association; but unless the request is made, the election may be conducted in any manner approved at such meeting. The Trustees elected by the Class "A" Members shall hold office until their respective successors have been elected by the Association. The Trustees may be elected to serve any number of consecutive terms. The persons so elected shall take office upon such election.

Section 7. Removal of Trustees and Vacancies. Any Trustee elected by the Class "A" Members may be removed, with or without cause, by the vote of Class "A" Members holding a majority of the votes entitled to be cast for the election of such Trustee. Any Trustee whose removal is sought shall be given notice prior to any meeting called for that purpose. A Trustee who was elected solely by the votes of Class "A" Members other than the Developer may be removed from office prior to the expiration of his or her term only by the votes of a majority of Class "A" Members other than the Developer. Upon removal of a Trustee, a successor shall then and there be elected by the Class "A" Members entitled to elect the Trustee so removed to fill the vacancy for the remainder of the term of such Trustee.

Any Trustee elected by the Class "A" Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the Trustees present at a regular or special meeting at which a quorum is present, and a successor shall be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Trustee, the Board shall declare a vacancy, and it shall appoint a successor. Any Trustee appointed by

the Board shall serve for the remainder of the term of the Trustee who vacated the position.

Meetings of the Board: Notices: Notice of the time and place of any Board meeting shall be communicated to members of the Board not less than four (4) days prior to the meeting by one of the following methods: (a) by personal delivery; (b) by written notice by first class mail, (c) by telephone, fax, or e-mail, either directly to the member of the Board or to a person at the member's office or home who would reasonably be expected to communicate such notice promptly to the member of the Board. All such notices shall be given or sent to the member's address or phone or fax number or e-mail address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, fax, or e-mail shall be communicated at least seventy-two (72) hours before the time set for the meeting, provided, however, notice of a meeting need not be given to any member of the Board who has signed a waiver of notice or a written consent to holding of the meeting.

Section 8. Organization Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

Section 10. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) members of the Board

Section 11. Waiver of Notice. The transactions of any meetings of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if all members of the Board are present.

Section 12. Quorum of Board. At all meetings of the Board, all members of the Board shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board.

Section 13. Compensation. No member of the Board shall receive any compensation from the Association for acting as such unless approved by Members representing a majority vote of the total vote of the Association at a regular or special meeting of the Association; provided any Trustee may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Trustees.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of the Board, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone, fax, or e-mail and shall be considered as any other meeting, provided all Trustees are able to receive and send transmissions.

Section 15. Open Meetings. Subject to the provisions of Sections 16 and 17 of this Article, all meetings of the Board shall be open to all Class "A" Members, but Class "A" Members other than Trustees may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a member of the Board. In such case, the President may limit the time any Class "A" Member may speak.

Section 16. Executive Session. The Board may, with approval of a majority of the Board, 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, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 17. Action Without a Formal Meeting. Any action to be taken at a meeting of the Board or any action that *may be taken at a meeting* of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board, and such consent shall have *the same force and effect as a unanimous vote.* An explanation of the action taken shall be mailed to Class Members within five (5) days after written consents of all Board members have been taken.

C. Powers and Duties.

Section 18. Powers. Except as set forth in the Declaration and in these Bylaws, the Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not prohibited by the Declaration, Articles of Incorporation, *or* these Bylaws directed to be done and exercised exclusively by the Class "A" Members or the membership generally.

The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

In addition to the duties imposed by these Bylaws 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) from and after the Subsidy Period, 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;

- (i) provide for the members the following service
 - i. Exterior maintenance and repair of all dwelling units, excluding repair or replacement of garage doors, windows or window panes, decks, balconies and patios, driveways, sidewalks, and gutters and downspouts
 - ii. Trash removal
 - iii. Lawn care maintenance and replacement
 - iv. Snow Rmoval from drives
- (ii) hire and dismiss the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (iii) collect the assessments, deposit 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 Trustee's best business judgment, in depositories other than banks;
- (iv) make and amend rules and regulations
- (v) open and maintain bank accounts on behalf of the Association and designate the signatories required;
- (vi) Make or contract for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- (vii) enforce by legal means the provisions of the Declaration, these Bylaws, 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;

- (viii) obtain and carry insurance against casualties and liabilities for the common areas only and paying the premium cost thereof;
- (ix) pay the cost of all services rendered to the Association or its Members and not chargeable directly to individual Owners;
- (x) keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;
- (xi) make available to any prospective purchaser of a Living Unit, any Owner of a Living Unit, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Living Unit, current copies of the Declaration, the Articles, these Bylaws, rules governing Living Units, and all other books, records, and financial statements of the Association. The Association may impose a reasonable charge for the foregoing in order to defray duplication costs;
- (xii) permit utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property; and
- (xiii) enter 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 19. Management Agent.

- (i) The Board shall employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 18 of this Article. The Developer, or an affiliate of the Developer, may be employed as managing agent or manager.

- (ii) No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

Section 20. Accounts and Reports.

The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (i) accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (ii) accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) a segregation of accounting duties, (ii) disbursements by check requiring two (2) signatures, and (iii) cash disbursements limited to amounts of One Hundred (\$100.00) Dollars and under,
- (iii) cash accounts of the Association shall not be commingled with any other accounts;
- (iv) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association;
- (v) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and
- (vi) commencing at the end of the month in which the first Living Unit is sold and closed, quarterly financial reports shall be prepared for the Association containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
 - (ii) a statement reflecting all receipt and disbursement activity for the preceding period on an accrual basis;
 - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv) a balance sheet of an accounting date which is the last day of the preceding period;

- (v) a balance as of the last day of the Association's fiscal year and an operating statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year;
- (vi) a delinquency report listing all Owners who have been delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Board); and
- (vii) an annual report consisting of at least the following shall be distributed to all Class "A" Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. Ordinarily, the annual report referred to above shall be prepared by an independent accountant for any fiscal year in which the gross income to the Association exceeds Fifty Thousand Dollars (\$50,000). If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 21. Borrowing.

The Board shall have the power to borrow money for the purpose of repair or restoration of the Common Areas or Areas of Common Responsibility without the approval of the Class "A" Members of the Association; provided, however, the Board shall obtain membership approval in the same manner as is provided in Section 9.1 of the Declaration for Assessments for borrowings made for matters referred to in said Section.

Section 22. Rights of the Association.

With respect to the Common Areas or other Areas of Common Responsibility, and in accordance with the Articles and these By-laws, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, or neighborhood and other homeowners' or residents' associations, both within and without the Property. Such agreements shall require the consent of two-thirds (2/3) of the votes of all members of the Board.

Section 23. Hearing Procedure: Compliance and Non-Monetary Default.

(a) Enforcement. In the event of a violation by any Member or any Tenant or other occupant of a Member (other than the nonpayment of Assessments or charges, which is

governed by Article IX of the Declaration) of any of the provisions of the Declaration, these By-laws or the Rules, the Association or a committee created by these Bylaws (e.g., the Covenants Committee) or by the Board shall notify the Member and any Tenant or other occupant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Member or Tenant or other occupant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the Association or such committee, or if any similar violation is thereafter repeated, the Association or such committee may, at its option:

- (i) Impose a fine against the Member or Tenant or other occupant as provided in Subsection (b) of this Section; and/or
- (ii) Commence an action to enforce performance on the part of the Member or Tenant or other occupant, and to require the Member to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or
- (iii) The Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the Member with all reasonable costs incurred or to be incurred by the Association in connection therewith, plus a service fee equal to fifteen percent (15%) of such costs. ~~In connection with the foregoing, the Association may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of the Declaration, and may take any and all other action reasonably necessary to correct the applicable failure; and/or~~
- (iv) Commence an action to recover damages or any other remedy available at law or in equity

(b) Fines. The amount of any fine shall be a reasonable amount as determined by the Board or the Covenants Committee (as defined in Article V, Section 2). Prior to imposing any fine, the Member or Tenant or other occupant shall be afforded an opportunity for a hearing after reasonable notice to the Member or Tenant or other occupant of not less than ten (10) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, these Bylaws or Rules which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association or the committee. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed

adequate if a copy of the notice, together with a statement of the date, and manner of delivery is entered by the officer, Board member, committee member or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the hearing and the sanction, if any, imposed. The Member or Tenant or other occupant shall have an opportunity to respond, to present evidence, and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Board or committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Board or committee so determines, it may impose such fine as it deems appropriate by written notice to the Member or Tenant or other occupant. If the Member or Tenant or other Occupant fails to attend the hearing as set by the Board or committee, the Member or Tenant or other Occupant shall be deemed to have admitted the allegations contained in the notice to the Member or Tenant or other Occupant. Any fine imposed by the Board or committee shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the Board's or committee's decision at the hearing. Any fine levied against a Member shall be deemed an Assessment and if not paid when due all of the provisions of the Declaration relating to the late payment of Assessments shall be applicable. If any fine is levied against a Tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the Tenant as hereinafter provided.

(c) Negligence. A Member shall be liable and may be charged by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Living Unit or its appurtenances or of the Common Areas.

(d) Responsibility of Members for Tenants. Each Member shall be responsible for the acts and omissions, whether negligent or willful, of his Tenant, and for all employees, agents and invitees of the Member or any such Tenant, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Member shall be charged for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of the Declaration, these Bylaws, or any Rule, by any Tenant, or any employees, agents or invitees of a Member or any Tenant of a Living Unit, shall also be deemed a violation by the Member, and shall subject the Member to the same liability as if such violation was that of the Member.

(e) Costs and Attorney's Fees. In any legal proceedings commenced by the Association or a committee to enforce the Declaration, these Bylaws and/or the Rules, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' and paralegal fees. Any such costs or attorneys' and paralegals' fees awarded to the Association or committee in connection with any action against any Member shall be charged to the Member.

(f) Developer Assessments. Developer shall not be required to pay any assessments or monies to finance any claim or litigation against the Developer.

(g) No Waiver The failure of the Association or a committee or any Member to enforce any covenant, restriction or any other provision of the Declaration, this Code, or the Rules, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

(h) Appeal. Following a hearing before a committee, the violator shall have the right to appeal the decision to the Board-. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within thirty (30) days after the date of receipt of the decision of the committee. No later than thirty (30) days after receipt of the notice of appeal, the Board shall review the minutes of the hearing. The affirmative vote of two-thirds (2/3rds) of the members of the Board shall be required to reverse or modify the decision of the committee.

(i) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these By-laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred by the Association in so acting to enforce such rights.

ARTICLE IV: Officers

Section 1. Officers. The officers of the Association shall be elected by the Board and shall consist of a President, Vice President, and Secretary/Treasurer.

Section 2. Election. Term of Office. and Vacancies. The officers of the Association shall be elected annually by the Board 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 shall be filled by the Board for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will 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 of actions by the Board, and shall provide all notices 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 primary responsibility for the preparation of the budget as provided for in the Declaration 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, 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.

Section 6. Agreements. Contracts. Deeds. Easements. Leases. Checks. All agreements, contracts, deeds, easements, leases, checks, and other instruments of the Association shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by resolution of the Board.

ARTICLE V Committees

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

Section 2. Covenants Committee. The Board may appoint a Covenants Committee consisting of three (3) members. Acting in accordance with the provisions of the Declaration, these By-laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 23 of these Bylaws.

ARTICLE VI
Finances of Association (Assessments)

Section 1. Preparation of Estimated Budget. On or before the **filing** with the Summit County Recorder of the Declaration, and on or before **December 15** of each year thereafter; the Association shall estimate the total amount necessary to pay the Assessments referred to in Article IX of the Declaration for the balance of the calendar year in which the Declaration is filed and, thereafter, for each succeeding calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and the amounts, if any, which may be received from special assessments, concessions, contracts for special services and facilities, and other sources. On or before **December 21**, the Association shall notify each Member in writing as to the amount of such estimates, and shall send a copy of such notice to each holder of a first mortgage upon the Ownership Interest of a Member who has made a request in writing for such notification. The failure of the Association to comply strictly with the above time requirements shall not be deemed to be a waiver and shall not prevent the Association from collecting Assessments. The net of the aggregate amounts of such estimates (herein called the "Estimated Cash Requirements") of the net calendar year shall be assessed to those Members required to pay the Assessments according to and as specifically set forth in Article IX of the Declaration. Each Member required to pay Assessments shall pay to the Association or as it may direct, the Assessment made pursuant to this Section on or before the first day of each calendar month. On or before the date of each annual meeting, the Association shall furnish to all Members an itemized accounting of the expenditures for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, by special Assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the last maturing monthly installments due from the Members under the current year's estimate, pro rata. Any net shortage shall be added pro rata to the next installment due after the rendering of the accounting.

In addition to such regular monthly assessments, each Class A Member shall be required to make, at the time such Member acquires title to a Living Unit, an initial capital contribution to the Association equal to two (2) times the estimated monthly Assessment for Common Expenses for each Living Unit purchased. The general purpose of this contribution is to provide the Association with a portion of the necessary initial working capital and/or a contingency reserve. Such funds may be used for certain prepaid items (e.g., insurance premiums, utility deposits and organization, equipment and supply costs) and for such other purposes as the Board may determine. This initial capital contribution is not an escrow or advance, is not refundable and shall not be required of the Declarant, but only from those persons who or which purchase a Living Unit or Living Units from the Declarant.

Section 2. Reserve for Contingencies and Replacements and Special Assessments. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "Estimated Cash Requirements" proves inadequate for any reason, including nonpayment of any Member's Assessment, the deficiency and any extraordinary expenditures in excess of the reserves therefore shall be assessed to the Members required to pay assessments, pro rata. The Association shall also make any necessary or desirable special Assessments, from time to time which shall be payable at the time or times the Board deems necessary or desirable. The Association shall serve notice of such further Assessments on Members required to pay Assessments, by a statement in writing giving the amount and reasons therefore, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association but not less than ten (10) days after the delivery or mailing of such notice of further Assessment.

Section 3. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to a Member any annual or adjusted estimate shall not constitute a waiver or release in any manner of such Member's obligation to pay his share of the Assessments, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Member required to pay Assessments pursuant to Article 9.2 of the Declaration shall continue to pay the monthly charge at the existing monthly rate established for the previous period until the Association mails or delivers notice of the new monthly payment due as a result of the determination of the new annual or adjusted estimate.

Section 4. Books and Records of the Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Member or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Member shall be furnished a statement of his or its account setting forth the amount of any unpaid Assessments or other charges due and owing.

Section 5. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and (except for such special Assessments as may be levied hereunder against less than all of the Members and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the use, benefit and account of all Members required to pay Assessments pursuant to Article 9.2 of the Declaration.

Section 6. Depository. The depository of the Association shall be such bank or banks and/or such savings and loan associations and/or such money market funds as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by check signed by such persons as are authorized by the Board.

Section 7. Annual Review. The books of the Association shall be reviewed once a year by the Board and such review shall be completed prior to each annual meeting. If requested by a majority of the members of the Board, such review shall be made by a certified public accountant. In addition and at any time requested by Members or by holders of first mortgages on Ownership Interests possessing in the aggregate fifty percent (50%) or more of the voting power in the Association, the Board shall cause an additional review to be made at the expense of the requesting party.

Section 8. Remedies for Failure to Pay Assessments. If an Owner shall be in default in the payment of any of the aforesaid Assessments, the Association (or Developer if such Assessment was to be paid directly to Developer) shall have all of the remedies set forth anywhere in the Declaration, in these By-laws or at law or equity to collect such Assessments and all costs associated therewith.

ARTICLE VII
Miscellaneous

Section 1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of 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, the Declaration, or these By-laws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the mandatory provisions of Ohio law, the Articles, the Declaration, and these By-laws, the mandatory provisions of Ohio law, the Declaration, the Articles, and the By-laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying (for a copy fee set by Developer, Manager, or Board) by any mortgagee, Member of the Association, 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 the Property as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made;
and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Members of the Board. Every member of the Board 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 member of the Board includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-laws, all notices, demands, bills, statements, or other communications under these By-laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, *at the* address of the Living Unit of such Member; or

(b) if to the Association, the Board, 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 notice in writing to the Owners pursuant to this Section.

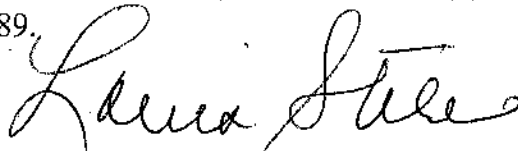
Section 6. Amendment. Prior to the sale and conveyance of the first Living Unit, Developer may unilaterally amend these Bylaws. After such sale and conveyance, the Developer may unilaterally amend these Bylaws so long as he owns any portion of the Property or adjacent lands shown on the Site Plan, for development and so long as the amendment has no material adverse effect upon the rights of any Member. Thereafter and otherwise, these By-laws may be amended only by the affirmative vote or written consent or any combination thereof, of Class "A" Members representing a majority of the total votes of the Association, which shall include a majority of votes of Members other than the Developer or, where the two class voting structure is still in effect, shall include the Class "B" Member and a majority of the Class "A" Members. However, the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of an Eligible Mortgage Holder or impair the rights granted to an Eligible Mortgage Holder herein without the prior written consent of such Eligible Mortgage Holder.

IN TESTIMONY WHEREOF, the undersigned, being *the* sole Member of the Association, has caused these Bylaws to be duly adopted on or as of the 14th day of January, 2004.

Executed By:

LOUIS STILE, TRUSTEE OF THE LOUIS
STILE TRUST UNDER DATE OF JULY 11,
1989.



Louis Stile, Trustee

STATE OF OHIO)
) SS
SUMMIT COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named LOUIS STILE, Trustee of the Louis Stile Trust under date of July 11, 1989, who acknowledged that he did execute the within instrument and that such execution was his free act and deed.

IN TESTIMONY WHEREOF, I have herein set my hand and Notarial seal this 14th day of January, 2004.

Sandra K. Elton

Notary Public

SANDRA K. ELTON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
NOVEMBER 26, 2005

This instrument prepared by: Louis Stile

LAUREL WOODS OWNERS ASSOCIATION INC
% JOEL STILE
839 E MARKET ST
AKRON OH 44305



CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.
0223637271

BODCD-SB

Use for payments

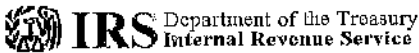
Letter Number: LTR3064C
Letter Date : 2017-10-02
Tax Period : 000000



680579582

INTERNAL REVENUE SERVICE
Cincinnati Service Center
CINCINNATI OH 45999-0046


LAUREL WOODS OWNERS ASSOCIATION INC
% JOEL STILE
839 E MARKET ST
AKRON OH 44305



Cincinnati Service Center
CINCINNATI OH 45999-0046

In reply refer to: 0223637271
Oct. 02, 2017 LTR 3064C 1
68-0579582 000000 00
00011300
BODC: SB

LAUREL WOODS OWNERS ASSOCIATION INC
% JOEL STILE
839 E MARKET ST
AKRON OH 44305

Taxpayer identification number: 68-0579582

Dear Taxpayer:

Thank you for your Form 1128.

A Form 1128 is not required since the initial tax return you filed for the tax period ending Dec. 31, 2004, established your tax year as ending on Dec. 31, 2004. Since our records already indicate that your tax year end has already been established, we have returned your Form 1128.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/formspubs or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have questions, you can call Entity Team 306 at 859-320-4460 between 4:30 p.m. and 1:00 a.m. EDT.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include this letter and provide in the spaces below your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

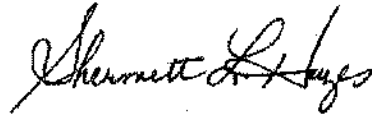
Telephone number () _____ Hours _____

Thank you for your cooperation.

0223637271
Oct. 02, 2017 LTR 3064C 1
68-0579582 000000 00
00011301

LAUREL WOODS OWNERS ASSOCIATION INC
% JOEL STILE
839 E MARKET ST
AKRON OH 44305

Sincerely yours,



Shermett L. Hayes, Operations Mgr.
Doc. Perfection Operation

Enclosures:
Copy of this letter
Envelope
Your Form 1128



IRS Department of the Treasury
Internal Revenue Service

Cincinnati Service Center
CINCINNATI OH 45999-0046

In reply refer to: 0223637271
Oct. 02, 2017 LTR 3064C 1
68-0579582 000000 00
00011300
BODC: SB

LAUREL WOODS OWNERS ASSOCIATION INC
% JOEL STILE
839 E MARKET ST
AKRON OH 44305

Taxpayer identification number: 68-0579582

Dear Taxpayer:

Thank you for your Form 1128.

A Form 1128 is not required since the initial tax return you filed for the tax period ending Dec. 31, 2004, established your tax year as ending on Dec. 31, 2004. Since our records already indicate that your tax year end has already been established, we have returned your Form 1128.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/formspubs or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have questions, you can call Entity Team 306 at 859-320-4460 between 4:30 p.m. and 1:00 a.m. EDT.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include this letter and provide in the spaces below your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

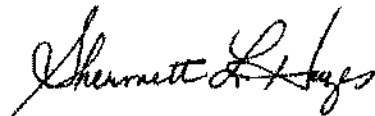
Telephone number () _____ Hours _____

Thank you for your cooperation.

0223637271
Oct. 02, 2017 LTR 3064C 1
68-0579582 000000 00
00011301

LAUREL WOODS OWNERS ASSOCIATION INC
% JOEL STILE
839 E MARKET ST
AKRON OH 44305

Sincerely yours,



Shermett L. Hayes, Operations Mgr.
Doc. Perfection Operation

Enclosures:
Copy of this letter
Envelope
Your Form 1128

Application To Adopt, Change, or Retain a Tax Year

OMB No. 1545-0134
 Attachment
 Sequence No. **148**

Information about Form 1128 and its separate instructions is available at www.irs.gov/form1128.

Part I General Information

Important: All filers must complete Part I and sign below. See instructions.

Type or Print	Name of filer (if a joint return is filed, also enter spouse's name) (see instructions) Laurel Woods Owners Association, Inc.	Filer's identifying number 68-0579582
	Number, street, and room or suite no. (if a P.O. box, see instructions) c/o Kare Condo, PO Box 1714	Service Center where income tax return will be filed Cincinnati
	City or town, state, and ZIP code Stow, OH 44224	Filer's area code and telephone number/Fax number /
	Name of applicant, if different than the filer (see instructions)	Applicant's identifying number (see instructions)
	Name of person to contact (if not the applicant or filer, attach a power of attorney)	Contact person's area code and telephone number/Fax number /

ENTITY CONTROL
AUG 31 2017
 Cincinnati Submission
 Processing Center 58

1 Check the appropriate box(es) to indicate the type of applicant (see instructions).

- | | | |
|---|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Cooperative (sec. 1381(a)) | <input type="checkbox"/> Passive foreign investment company (PFIC) (sec. 1297) |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Controlled foreign corporation (CFC) (sec. 957) | <input type="checkbox"/> Other foreign corporation |
| <input type="checkbox"/> Estate | <input type="checkbox"/> Foreign sales corporation (FSC) or Interest-charge domestic international sales corporation (IC-DISC) | <input type="checkbox"/> Tax-exempt organization |
| <input checked="" type="checkbox"/> Domestic corporation | <input type="checkbox"/> Specified foreign corporation (SFC) (sec. 898) | <input checked="" type="checkbox"/> Homeowners Association (sec. 528) |
| <input type="checkbox"/> S corporation | <input type="checkbox"/> 10/50 corporation (sec. 904(d)(2)(E)) | <input type="checkbox"/> Other _____
(Specify entity and applicable Code section) |
| <input type="checkbox"/> Personal service corporation (PSC) | <input type="checkbox"/> Trust | |

2a Approval is requested to (check one) (see instructions):

- Adopt a tax year ending ► _____ (Partnerships and PSCs: Go to Part III after completing Part I.)
- Change to a tax year ending ► 12/31/2017
- Retain a tax year ending ► _____

b If changing a tax year, indicate the date the present tax year ends (see instructions). ► 3/31/2017

c If adopting or changing a tax year, the first return or short period return will be filed for the tax year beginning ► April 1, 20 17, and ending ► December 31 20 17

3 Is the applicant's present tax year, as stated on line 2b above, also its current financial reporting year? ► Yes No

If "No," attach an explanation.

4 Indicate the applicant's present overall method of accounting:

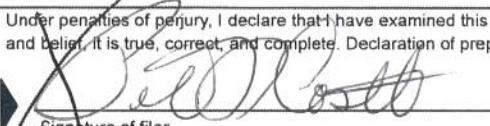
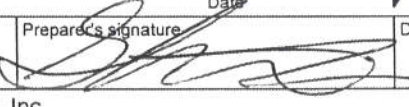
- Cash receipts and disbursements method Accrual method
- Other method (specify) ► _____

5 State the nature of the applicant's business or principal source of income.
 Homeowners Association with Monthly Assessments

INTERNAL REVENUE SERVICE
440 RECEIVED
AUG 29 2017
 CORRESPONDENCE UNIT
 COVINGTON, KY

Signature – All Filers (See Who Must Sign in the instructions.)

Under penalties of perjury, I declare that I have examined this application, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than filer) is based on all information of which preparer has any knowledge.

Sign Here	 Signature of filer		<u>8/25/17</u> Date	Type or print name and title	
	Print/type preparer's name Steven Patriok, CPA		Preparer's signature 	Date 8/9/2017	Check <input type="checkbox"/> if self-employed
Paid Preparer Use Only	Firm's name ► Premier Accounting, Inc.			Firm's EIN ► 20-0248974	
	Firm's address ► 36403 Vine Street, Suite B, Willoughby, OH 44094			Phone no. 440-946-2677	

39658412

Part II Automatic Approval Request (see instructions)

- Identify the revenue procedure under which this automatic approval request is filed

Section A - Corporations (Other Than S Corporations or Personal Service Corporations) (Rev. Proc. 2006-45, or its successor)

Table with 3 rows and 2 columns (Yes/No). Row 1: Is the applicant a corporation... X in Yes. Row 2: Does the corporation intend to elect to be an S corporation... X in No. Row 3: Is the applicant a corporation requesting a concurrent change... X in No.

Section B - Partnerships, S Corporations, Personal Service Corporations (PSCs), and Trusts (Rev. Proc. 2006-46, or its successor)

Table with 4 rows and 2 columns (Yes/No). Row 4: Is the applicant a partnership, S corporation, PSC, or trust... Row 5: Is the partnership, S corporation, PSC, or trust requesting to change... Row 6: Is the partnership, S corporation, or PSC (other than a member of a tiered structure)... Row 7: Is the S corporation requesting an ownership tax year... Row 8: Is the applicant a partnership requesting a concurrent change...

Section C - Individuals (Rev. Proc. 2003-62, or its successor) (see instructions)

Table with 1 row and 2 columns (Yes/No). Row 9: Is the applicant an individual requesting a change from a fiscal year to a calendar year?

Section D - Tax-Exempt Organizations (Rev. Proc. 76-10 or 85-58) (see instructions)

Table with 1 row and 2 columns (Yes/No). Row 10: Is the applicant a tax-exempt organization requesting a change?

Part III Ruling Request (All applicants requesting a ruling must complete Section A and any other section that applies to the entity. See instructions.) (Rev. Proc. 2002-39, or its successor)

Section A - General Information

Table with 5 rows and 2 columns (Yes/No). Row 1: Is the applicant a partnership, S corporation, personal service corporation, or trust... Row 2: Has the applicant changed its annual accounting period... Row 3: Within the most recent 48-month period, has any accounting period application... Row 4a: Is the applicant requesting to establish a business purpose... Row 4b: If your business purpose is based on one of the natural business year tests... Row 5: Enter the taxable income or (loss) for the 3 tax years immediately preceding the year of change...

6 Corporations only, enter the losses or credits, if any, that were generated or that expired in the short period:			Yes	No
	Generated	Expiring		
Net operating loss	\$ _____	\$ _____		
Capital loss	\$ _____	\$ _____		
Unused credits	\$ _____	\$ _____		
7 Enter the amount of deferral, if any, resulting from the change (see section 5.05(1), (2), (3) and 6.01(7) of Rev. Proc. 2002-39, or its successor)				
			\$ _____	
8a Is the applicant a U.S. shareholder in a CFC?				
If "Yes," attach a statement for each CFC providing the name, address, identifying number, tax year, the percentage of total combined voting power of the applicant, and the amount of income included in the gross income of the applicant under section 951 for the 3 tax years immediately before the short period and for the short period.				
b Will each CFC concurrently change its tax year?				
If "Yes" to line 8b, go to Part II, line 3.				
If "No," attach a statement explaining why the CFC will not be conforming to the tax year requested by the U.S. shareholder.				
9a Is the applicant a U.S. shareholder in a PFIC as defined in section 1297?				
If "Yes," attach a statement providing the name, address, identifying number, and tax year of the PFIC, the percentage of interest owned by the applicant, and the amount of distributions or ordinary earnings and net capital gain from the PFIC included in the income of the applicant.				
b Did the applicant elect under section 1295 to treat the PFIC as a qualified electing fund?				
10a Is the applicant a member of a partnership, a beneficiary of a trust or estate, a shareholder of an S corporation, a shareholder of an IC-DISC, or a shareholder of an FSC?				
If "Yes," attach a statement providing the name, address, identifying number, type of entity (partnership, trust, estate, S corporation, IC-DISC, or FSC), tax year, percentage of interest in capital and profits, or percentage of interest of each IC-DISC or FSC and the amount of income received from each entity for the first preceding year and for the short period. Indicate the percentage of gross income of the applicant represented by each amount.				
b Will any partnership concurrently change its tax year to conform with the tax year requested?				
c If "Yes" to line 10b, has any Form 1128 been filed for such partnership?				
11 Does the applicant or any related entity currently have any accounting method, tax year, ruling, or technical advice request pending with the IRS National Office?				
If "Yes," attach a statement explaining the type of request (method, tax year, etc.) and the specific issues involved in each request.				
12 Is Form 2848, Power of Attorney and Declaration of Representative, attached to this application?				
13 Does the applicant request a conference of right (in person or by telephone) with the IRS National Office, if the IRS proposes to disapprove the application?				
14 Enter amount of user fee attached to this application (see instructions)			\$	

Section B - Corporations (other than S corporations and controlled foreign corporations) (see instructions)

15 Enter the date of incorporation. ▶		Yes	No
16a	Does the corporation intend to elect to be an S corporation for the tax year immediately following the short period?		
b	If "Yes," will the corporation be going to a permitted S corporation tax year?		
If "No" to line 16b, attach an explanation.			
17	Is the corporation a member of an affiliated group filing a consolidated return?		
If "Yes," attach a statement providing (a) the name, address, identifying number used on the consolidated return, tax year, and Service Center where the applicant files the return; (b) the name, address, and identifying number of each member of the affiliated group; (c) the taxable income (loss) of each member for the 3 years immediately before the short period and for the short period; and (d) the name of the parent corporation.			
18a	Personal service corporations (PSCs): Attach a statement providing each shareholder's name, type of entity (individual, partnership, corporation, etc.), address, identifying number, tax year, percentage of ownership, and amount of income received from the PSC for the first preceding year and the short period.		
b	If the PSC is using a tax year other than the required tax year, indicate how it obtained its tax year.		
<input type="checkbox"/> Grandfathered (attach copy of letter ruling) <input type="checkbox"/> Section 444 election (date of election _____)			
<input type="checkbox"/> Letter ruling (date of letter ruling _____) (attach copy))			

Section C – S Corporations (see instructions)

	Yes	No
19 Enter the date of the S corporation election. ▶		
20 Is any shareholder applying for a corresponding change in tax year? ▶ If "Yes," each shareholder requesting a corresponding change in tax year must file a separate Form 1128 to get advance approval to change its tax year.		
21 If the corporation is using a tax year other than the required tax year, indicate how it obtained its tax year. <input type="checkbox"/> Grandfathered (attach copy of letter ruling) <input type="checkbox"/> Section 444 election (date of election _____) <input type="checkbox"/> Letter ruling (date of letter ruling _____ (attach copy))		
22 Attach a statement providing each shareholder's name, type of shareholder (individual, estate, qualified subchapter S Trust, electing small business trust, other trust, or exempt organization), address, identifying number, tax year, percentage of ownership, and the amount of income each shareholder received from the S corporation for the first preceding year and for the short period.		

Section D – Partnerships (see instructions)

	Yes	No
23 Enter the date the partnership's business began. ▶		
24 Is any partner applying for a corresponding change in tax year? ▶		
25 Attach a statement providing each partner's name, type of partner (individual, partnership, estate, trust, corporation, S corporation, IC-DISC, etc.), address, identifying number, tax year, and the percentage of interest in capital and profits.		
26 Is any partner a shareholder of a PSC as defined in Regulations section 1.441-3(c)? ▶ If "Yes," attach a statement providing the name, address, identifying number, tax year, percentage of interest in capital and profits, and the amount of income received from each PSC for the first preceding year and for the short period.		
27 If the partnership is using a tax year other than the required tax year, indicate how it obtained its tax year. <input type="checkbox"/> Grandfathered (attach copy of letter ruling) <input type="checkbox"/> Section 444 election (date of election _____) <input type="checkbox"/> Letter ruling (date of letter ruling _____ (attach copy))		

Section E – Controlled Foreign Corporations (CFC)

28 Attach a statement for each U.S. shareholder (as defined in section 951(b)) providing the name, address, identifying number, tax year, percentage of total value and percentage of total voting power, and the amount of income included in gross income under section 951 for the 3 tax years immediately before the short period and for the short period.		
--	--	--

Section F – Tax-Exempt Organizations

	Yes	No
29 Type of organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other (specify) ▶		
30 Date of organization. ▶		
31 Code section under which the organization is exempt. ▶		
32 Is the organization required to file an annual return on Form 990, 1120-C, 990-PF, 990-T, 1120-H, or 1120-POL? ▶		
33 Enter the date the tax exemption was granted. ▶ _____ Attach a copy of the letter ruling granting exemption. If a copy of the letter ruling is not available, attach an explanation.		
34 If the organization is a private foundation, is the foundation terminating its status under section 507? ▶		

Section G – Estates

35 Enter the date the estate was created. ▶		
36 a Attach a statement providing the name, identifying number, address, and tax year of each beneficiary and each person who is an interested party of any portion of the estate.		
b Based on the adjusted total income of the estate entered in Part III, Section A, line 5, attach a statement showing the distribution deduction and the taxable amounts distributed to each beneficiary for the 2 tax years immediately before the short period and for the short period.		

Section H – Passive Foreign Investment Companies

37 If the applicant is a passive foreign investment company, attach a statement providing each U.S. shareholder's name, address, identifying number, and percentage of interest owned.		
---	--	--