

**BYLAWS OF**  
**STONEHENGE**  
**SUB-DIVISION**  
**OWNERS' ASSOCIATION**

# BYLAWS OF STONEHENGE SUB-DIVISION OWNERS' ASSOCIATION

## GENERAL PROVISIONS

SECTION 1	Service of Notices on the Board of Trustees	1
SECTION 2	Service of Notices on Devisees & Personal Representatives	1'
SECTION 3	Nonwaiver of Covenants	1
SECTION 4	Agreements Binding	1
SECTION 5	Severability	1

## ARTICLE 1. THE ASSOCIATION

SECTION 1	Name & Nature of Association	1
SECTION 2	Membership	2
SECTION 3	Voting Rights	2
SECTION 4	Proxies	2
SECTION 5	Meeting of Members	2
(a)	Annual Meetings	2
(b)	Special Meetings	2
(c)	Notices of Meetings	3
(d)	Quorum: Adjournment	3
(e)	Voting	3
SECTION 6	Order of Business	4

## ARTICLE 2 BOARD OF TRUSTEES

SECTION 1	Number & Qualification	4
SECTION 2	Election of Trustees: Vacancies	4
SECTION 3	Term of Office: Resignations	4
SECTION 4	Organization Meeting	5
SECTION 5	Regular Meetings	5
SECTION 6	Special Meetings	5
SECTION 7	Quorum Adjournment	5
SECTION 8	Fidelity Bonds	5

## ARTICLE 3 OFFICERS

SECTION 1	Election & Designation of Officers	5
SECTION 2	Term of Office: Vacancies	5
SECTION 3	President	5
SECTION 4	Vice President	6
SECTION 5	Secretary	6
SECTION 6	Treasurer	6

## ARTICLE 4 GENERAL POWERS OF THE ASSOCIATION

SECTION 1	Payments from Maintenance Funds	6
(A)	Utility Service for Common Areas & Facilities	6
(B)	Casualty Insurance	6
(C)	Liability Insurance	6
(D)	Workmen's Compensation	6
(E)	Wages & Fees for Services	6
(F)	Care of Common Areas & Facilities	7
(G)	Additional Expenses	7
(H)	Discharge of Mechanic's Liens	7
(I)	Capital additions & Improvements	7
(J)	Certain Utility Services to Units	7
(K)	Miscellaneous	8
SECTION 2	Rules & Regulations	8

## ARTICLE 5 DETERMINATION & PAYMENT OF ASSESSMENTS

SECTION 1	Obligation of Owners to Pay Assessments	8
SECTION 2	Preparation of Estimated Budget	8
SECTION 3	Failure to Prepare Annual Budget	9
SECTION 4	Books & Records of Association	9
SECTION 5	Annual Audit	9
SECTION 6	Remedies for Failure to Pay Assessments	9

## **BYLAWS OF STONEHENGE SUB-DIVISION OWNERS' ASSOCIATION**

The within bylaws are executed and attached to the declaration of Stonehenge Sub-Division pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of an owner's association for the government of the Sub-Division property in the manner provided by the declaration and by these bylaws. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Sub-Division property in any manner, shall be subject to the covenants, provisions, rules or regulations, contained in the declaration and these bylaws, and shall be subject to any restriction, condition or regulation hereafter adopted by the Board of Trustees of the Stonehenge Sub-Division Owners' Association. The mere acquisition or rental of any of the family units located within the Sub-Division property described in the declaration, or the mere act of occupancy of any of the units will constitute acceptance and ratification of the declaration and of these bylaws.

### **GENERAL PROVISIONS**

#### **SECTION 1. SERVICE OF NOTICES ON THE BOARD OF TRUSTEES**

Notices required to be given to the Board of Trustees or to the Association may be delivered to the secretary or president of the Board of Trustees either personally or by mail addressed to such officer at his residence.

**SECTION 2. SERVICE OF NOTICES ON DEVISEES AND PERSONAL REPRESENTATIVES.** Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased owner is being administered.

**SECTION 3. NONWAIVER OF COVENANTS.** No covenants, restrictions, conditions, obligations or provisions contained in the declaration or these bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**SECTION 4. AGREEMENTS BINDING.** All agreements and determinations lawfully made by the Association in accordance with the procedures established in the declaration and these bylaws shall be deemed to be binding on all unit owners, their heirs and assigns.

**SECTION 5. SEVERABILITY.** The invalidity of any covenant, restriction, condition, limitation or any other provision of these bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these bylaws.

### **ARTICLE 1. THE ASSOCIATION**

**SECTION 1. NAME AND NATURE OF ASSOCIATION.** The Association shall be called Stonehenge Sub-Division Owners' Association (hereafter called the "Association").

**SECTION 2. MEMBERSHIP.** A person or persons shall automatically become a member of the Association simultaneously upon acquisition of ownership in fee simple of any unit, lot or other part of the sub-division, hereafter referred to as "unit". Membership in the Association shall terminate simultaneously upon the sale or other disposition of ownership of all units of the Sub-Division.

**SECTION 3. VOTING RIGHTS.** There shall be one voting member for each unit. Such voting member may be the owner or the group composed of all the owners of a unit. The total number of votes of all Association voting members shall be one hundred percent, each owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common areas and facilities applicable to his or their unit ownership as set forth in the declaration. If a voting unit is owned by more than one person, it must be voted by only one person, and no split voting shall be permitted or allowed.

**SECTION 4. PROXIES.** Members may vote or act 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 their behalf shall be made in writing to the Board of Trustees of the Association and shall be revocable at any time by actual notice to the Board of Trustees by the member or members making such designation. Notice to the Board of Trustees 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. Proxies must be filed with the Secretary of the Association not less than three (3) days prior to the date of the meeting to be effective for use at said meetings.

**SECTION 5. MEETING OF MEMBERS**

(a) Annual Meeting. The annual meeting of members of the Association for the (1) election of members of the Board of Trustees, (2) the consideration of reports to be laid before such meeting, and (3) the transaction of such other business as may properly be brought before such meeting, shall be held at the office of the Association, or at such other place within 25 miles of the geographical center of Sylvania, Ohio as may be designated by the Board of Trustees and specified in the notice of such meeting at Seven o'clock p.m., or at such other time as may be designated by the Board of Trustees and specified in the notice of the meeting. The annual meeting of members of the Association shall be held in March, 1975. Thereafter, the annual meeting of members of the Association shall be held on the second Friday of March in each succeeding year, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

(b) Special Meetings. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Trustees of the Association, or by members entitled to exercise at least thirty-three (33) percent of the voting power of the Association. Upon request in writing delivered either in person or by certified mail to the Secretary of the Association by any group of members entitled to call a special meeting of members, the secretary shall forthwith cause to be given to the members entitled thereto notice by Regular U.S. Mail of a meeting to be held on a date not less than fifteen (15) nor more thirty (30) days after the receipt of such request, as such officer may fix. If such notice is not mailed with-

in fifteen (15) days after the receipt by the Secretary of request for a special meeting, the persons calling for the meeting may fix the time of the meeting and give notice thereof. At least 15 days notice of said meeting must be given by regular U.S. Mail. Each special meeting shall be called to convene at seven o'clock p.m., and shall be held at the office of the Association or at such other place within 25 miles of the geographical center of Sylvania, Ohio as shall be specified in the notice of the meeting. The place of all meetings must be at a location easily accessible to all members.

(c) Notices of Meetings. Not less than fifteen or more than 30 days before the day fixed for any regular or special meeting of the members of the Association, written notice stating the time, place, purpose of such meeting and business matters as then known to be covered at such meeting shall be given by or at the direction of the Secretary of the Association, or by any other person or persons required or permitted by these bylaws to give such notice. The notice shall be given by regular U.S. Mail to each member of the Association who is an owner of a unit of record as of seven days next preceding the day on which notice is given. The notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purpose of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such 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 of notice of such meeting.

(d) Quorum: Adjournment. Except as may be otherwise provided by law or by the declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the declaration, or by these bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, upon showing of good cause and reason, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

(e) Voting. Business to come before any meeting of this Association shall be passed or approved by a simple majority of those represented at that meeting in person or by proxy unless specifically stated otherwise in the declaration by law or in these bylaws. Amendment of these bylaws shall require affirmative vote of two-thirds (2/3) of the entire voting power of the Association.

**SECTION 6. ORDER OF BUSINESS.** The order of business at all meetings of members of the Association shall, unless agreed upon by those voting members present in person or by proxy, be as follows:

- (1) Calling of meeting to order
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of committees
- (6) Election of inspectors of election
- (7) Election of trustees
- (8) Unfinished and/or old business
- (9) New business
- (10) Adjournment

## **ARTICLE 2. BOARD OF TRUSTEES**

**SECTION 1. NUMBER AND QUALIFICATION:** The Board of Trustees shall consist of nine persons, all of whom must be owners in fee simple of a unit. An owner's spouse shall be eligible for membership on the board with the consent of the owner of said fee simple title.

**SECTION 2. ELECTION OF TRUSTEES: VACANCIES.** The Trustees shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing Trustees. Phases I, II, III, and IV shall each elect one trustee. Five trustees shall be elected by the owners of the remainder of the units. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees, however, caused, the remaining trustees, though less than a majority of the whole authorized number of trustees may, by the vote of a majority of their number, fill any such vacancy for the unexpired term. Such appointed trustee shall be from the same phase or group as that of the vacating trustee.

**SECTION 3. TERM OF OFFICE: RESIGNATIONS.** Each trustee shall hold office until the annual meeting of the members of his phase or the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any trustee may resign by submitting such resignation in writing to that effect delivered to the Secretary of the Association. Members of the Board of Trustees shall serve without compensation. At the first annual meeting of the members of the Association, the term of office of three trustees (Phase I and two at large) shall be fixed so that such term will expire at the date of the next following annual meeting of members of the Association. The term of office of three of the remaining six trustees (Phase II and two at large) shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of members of the Association. The term of office of the remaining three trustees (Phase III and IV and one at large) shall be fixed so that such term will expire two years from and after the date of the next following annual meeting of members of the Association. At the expiration of such initial term of office of each respective trustee, his successor shall be elected to serve for a term of three years.

**SECTION 4. ORGANIZATION MEETING.** Immediately after each annual meeting of members of the Association, the newly elected trustee and those trustees whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

**SECTION 5. REGULAR MEETINGS.** Regular meeting of the Board of Trustees may be held at such time and places as shall be determined by a majority of the trustees, but at least two such meetings shall be held during each year.

**SECTION 6. SPECIAL MEETINGS.** Special meetings of the Board of Trustees may be held at any time upon call by the President of any four trustees. Written notice of the time and place of each such meeting shall be given to each trustee either by personal delivery or by mail or telegram at least seven (7) days before the meeting, which notice shall specify the purposes of the meeting as known to the calling trustees. Attendance at a meeting constitutes waiver of service of notice. Any business may be transacted at a special meeting.

**SECTION 7. QUORUM: ADJOURNMENT.** A quorum of the Board of Trustees shall consist of a majority of the trustees then in office; provided that a majority of the trustees present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. At each meeting of the Board of Trustees at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise provided in these bylaws.

**SECTION 8. FIDELITY BONDS.** The Board of Trustees may require a Fidelity Bond on the Treasurer. The premiums on such bonds shall be paid by the Association and shall be a common expense.

### **ARTICLE 3. OFFICERS**

**SECTION 1. ELECTION AND DESIGNATION OF OFFICERS.** The Board of Trustees shall elect a President, a Vice President, and Secretary-Treasurer or a Secretary and a Treasurer, each of whom shall be a member of the Board of Trustees.

**SECTION 2. TERM OF OFFICE: VACANCIES.** The officers shall hold office until the next organization meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death. The Board of Trustees may remove any officer at any time with or without cause by a majority vote of the trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

**SECTION 3. PRESIDENT.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees or otherwise provided for in the bylaws.

**SECTION 4. VICE PRESIDENT.** The vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Trustees.

**SECTION 5. SECRETARY.** The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Trustees and a record of the terms of the Trustees. He shall keep such books as may be required by the Board of Trustees, shall give notice of meetings of members of the Association and of the Board of Trustees required by law, or by these bylaws, and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees.

**SECTION 6. TREASURER.** The treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Trustees. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the trustees and shall have such authority and shall perform such other duties as may be determined by the Board of Trustees. Any unit owner shall have the right to inspect the records of the Association upon reasonable notice at a seasonable time convenient to the owner and the treasurer.

#### **ARTICLE 4. GENERAL POWERS OF THE ASSOCIATION**

**SECTION 1. PAYMENTS FROM MAINTENANCE FUNDS.** The Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

A. Utility Service for Common Areas and Facilities Water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the common areas and facilities;

B. Casualty Insurance. A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the declaration, the amount of which insurance shall be reviewed annually;

C. Liability Insurance. A policy or policies insuring the Association, the members of the Board of Trustees, and the owners against any liability to the public or to the owners (of units and of the common areas and facilities, and their invitees, or tenants), incident to the ownership and/or use of the common areas and facilities and units, as provided in the declaration, the limits of which policy shall be reviewed annually;

D. Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

E. Wages and Fees for Services. The services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Association and/or its property, the services necessary or proper in the operation of the Association and/or its property or for the enforcement of the declaration and these bylaws and for the organization, operation and enforcement of the right of the Association.

**F. Care of Common Areas and Facilities.** Landscaping, gardening, snow removal, Painting, cleaning, tuckpointing, maintenance, decorating, repair and replacements of the common areas and facilities, the maintenance of swimming pools and other recreational facilities situated on the common areas and facilities, and such furnishings and equipment for the common areas and facilities as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the common areas and facilities;

**G. Additional Expenses.** Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the declaration and these bylaws or by law, which in its opinion shall be necessary or proper for the maintenance and operation of the Sub-Division property as a first class project or for the enforcement of the declaration and these bylaws;

**H. Discharge of Mechanic's Liens.** Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Association property, or any part thereof, which may in the opinion of the Association constitute a lien against the Sub-Division property or against the common areas and facilities, rather than merely against the interest therein of particular owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said owners;

**I. Capital Additions and Improvements.** The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the common areas and facilities, subject to all the provisions of the declaration and these bylaws) having a total cost in excess of One Thousand Dollars (\$1000) nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the common areas and facilities requiring an expenditure in excess of One Thousand Dollars (\$1000), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association;

**J. Certain Utility Services to Units.** The Association may pay from the maintenance fund for waterlines, waste removal and/or any utilities which are directly attributable to one or more units but not separately metered or otherwise directly charged to individual unit owners. However, the Association may discontinue such payments at any time, in which case each owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board of Trustees of the Association. The Association reserves the right to recover the cost of such expenses duly paid by levying additional assessments against the responsible owners;

**K. Miscellaneous.** The Association shall pay such other costs and expenses designated as "common expenses" in the declaration and in these bylaws.

**SECTION 2. RULES AND REGULATIONS.** The Board of Trustees may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the declaration and these bylaws as it may deem advisable for the maintenance, conservation, operation, and beautification of the Sub-Division property, and for the health, comfort safety and general welfare of the owners and occupants of the Sub-Division property. Written notice of such rules and regulations shall be given to all owners and occupants and the Sub-Division property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the declaration or of these bylaws, the rules and regulations of the declaration and of these bylaws shall govern.

#### **ARTICLE 5. DETERMINATION AND PAYMENT OF ASSESSMENTS.**

**SECTION 1. OBLIGATION OF OWNERS TO PAY ASSESSMENTS.** It shall be the duty of every unit owner to pay his proportionate share of the expenses of administration, maintenance and repair of the common areas and facilities and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his percentage of ownership in the common areas and facilities as set forth in the declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Trustees of the Association, as hereinafter provided.

**SECTION 2. PREPARATION OF ESTIMATED BUDGET.** Each year on or before December first, the Board of Trustees shall estimate total revenue expected and for any capital improvements and the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board of Trustees to be necessary for a reserve for contingencies and replacements, and shall on or before December fifteenth notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirements" shall be assessed to the owners according to each owner's percentage of ownership in the common areas and facilities as set forth in the declaration. On or before January first of the ensuing year, and the first of each quarter of said year, each owner shall be obligated to pay to the Association or as the Board of Trustees may direct one fourth of the assessment made pursuant to this Section. On or before the date of the annual meeting of each calendar year, the Board of Trustees shall supply to all owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, 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 according to each owner's percentage of ownership in the common areas and facilities to the next quarterly installments due from owners under the current years estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six months after rendering of the accounting.

**SECTION 3. FAILURE TO PREPARE ANNUAL BUDGET.** The failure or delay of the Board of Trustees to prepare and serve the annual estimate on the owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate, the owner shall continue to pay the quarterly charge at the existing quarterly rate established for the previous period. Any balance due the Association after the new quarterly budget is prepared shall be due and payable within ten (10) days after the membership is so advised. Any overpayment shall be deducted from the amount due the following quarter.

**SECTION 4. BOOKS AND RECORDS OF ASSOCIATION.** The Board of Trustees shall keep full and correct books of account and the same shall be open for inspection by any owner or any qualified representative of an owner duly authorized in writing at a reasonable time.

**SECTION 5. ANNUAL AUDIT.** The books of the Association shall be audited once a year by the Board of Trustees, and such audit shall be completed prior to each annual meeting. If requested by a majority of the members of the Board of Trustees, such audit shall be made by a qualified public accountant.

**SECTION 6. REMEDIES FOR FAILURE TO PAY ASSESSMENTS.** If an owner is in default in the quarterly payment of the aforesaid charges or assessments for thirty days, the members of the Board of Trustees may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien thereof as provided in the declaration; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the court. Upon the filing of any suit as aforesaid, the Board of Trustees may revoke the right of such defaulting owner, and his tenants, to use the recreation facilities in the common area.