



**AMENDED AND RESTATED CODE OF REGULATIONS
OF
PIONEER RIDGE HOMEOWNERS' ASSOCIATION, INC.**

A Non-Profit Ohio Corporation

This Code of Regulations is being recorded pursuant to the Declaration of
Covenants, Conditions, Restrictions and Easements of Pioneer Ridge,
City of North Ridgeville, Lorain County, Ohio,
recorded November 18, 2005 as Instrument No. 2005111477 of Lorain County Records

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AMENDED AND RESTATED CODE OF REGULATIONS
OF
PIONEER RIDGE HOMEOWNERS' ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be PIONEER RIDGE HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation (hereinafter sometimes referred to as the "**Association**"), organized in compliance with the laws and regulations of the State of Ohio.

Section 2. Principal Office. During the Class "B" membership period, the principal office of the Association shall be located in the City of Solon, Cuyahoga County, Ohio. After the termination of Class "B" membership period, the principal office of the Association shall be located in North Ridgeville, Lorain County, Ohio. The Association may have such other offices, either within or without the City of Solon or the City of North Ridgeville, as the Board of Directors ("**Board**") may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in this Code of Regulations ("**Code**") shall have the same meaning as set forth in that Declaration of Covenants, Conditions, Easements and Restrictions of Pioneer Ridge (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 the principal office of the Association or at such other 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 annual meeting of the Members, shall be held within one (1) year from the date the Declaration is filed for record in Lorain County, or on such other date as the Board may determine, and each subsequent annual meeting shall, unless otherwise determined by the Board, be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 4. Special Meetings. 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 a quorum of the Board or upon a petition signed by holders of at least one-fourth (1/4th) of all of the votes of the Class A membership. 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, at least fifteen (15) 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. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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 or her address as it appears on the records of the Association, or supplied by such Member to the Association for the purpose of notice, 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. Any Class “A” Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. 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 or 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, as the case may be, who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to 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 ten (10%) 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. At all meetings of Members, each Class "A" Member 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 and shall automatically cease upon conveyance by the Member of his or her Sublot. 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 this Code, 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 this Code or in the Declaration, the number of Class "A" and Class "B" Members of the Association present at any meeting in person or by proxy shall constitute a quorum at all meetings of the Association except as otherwise provided in the Articles of Incorporation, the Declaration, or this Code. 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 Directors: Number, Selection, Term of Office

Section 1. Number. During the Class "B" membership period, the affairs of this Association shall be managed by a Board of three (3) Directors who need not be Members of the Association. After the termination of the Class "B" membership, the affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors, who shall be Members of the Association.

Section 2. Term of Office. At the first annual meeting the Members, but prior to the termination of the Class "B" membership, the Class B Member shall appoint three (3) Directors

for terms of one (1) year each; and at each annual Meeting thereafter, but prior to the termination of the Class "B" membership, the Members shall elect one (1) Director for a term of one (1) year. After the termination of the Class "B" membership, at each annual meeting thereafter the Members shall elect at least one (1) but no more than five (5) Directors for terms of from one (1) year to three (3) years each.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Right to Disapprove Actions. This Section 5 may not be amended without the express, written consent of the Developer as long as the Developer maintains membership in the Association by ownership of a Sublot within the Property.

So long as the Developer maintains membership in the Association by ownership of a Sublot within the Property, the Developer shall have a right to disapprove actions of the Board and the Design Review Committee, as is more fully provided in this Section. This right shall be exercisable only by the Developer, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

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

(a) The Developer 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 all provisions of this Code and which notice shall, except in the case of the regular meetings held pursuant to this Code, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Developer 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 Developer, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Developer 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 Developer, its representatives, or agents at any time within ten (10) 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 Developer 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.

Article IV **Nomination and Election of Directors**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article V **Meetings of Directors**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, without notice, or at such more frequent regular intervals that the Board may determine, at such place and hour as may be fixed from time to time by resolution of the Board or otherwise determined by the Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. 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 and shall be considered as any other meeting, provided all Directors are able through telephone connection to hear and to be heard.

Section 5. Open Meetings. Subject to the provisions of Section 6 of this Article, and Section 2 of Article X, all meetings of the Board shall be open to all Class "A" Members, but Class "A" Members other than Directors 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 6. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, 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 7. 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 posted at a prominent place or places within the Common Areas within three (3) days after the written consents of all the Members of the Board have been obtained.

Article VI
Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof in accordance with Article X hereof.

(b) suspend the voting rights and right to use of the recreational facilities (if any) of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of this Code, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) take all actions, and to create and enforce rules and regulations as reasonably required to allow Pioneer Ridge to continue to maintain its status as "Housing For Older Persons" under the provisions of the Fair Housing Act, as the same may be amended from time to time.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) prepare and adopt an annual budget and fix the amount of the total annual Assessments (including Common Assessments, Landscaping Assessments, and Attached Home Assessments) against each Sublot at least thirty (30) days in advance of each annual Assessment period;

(2) send written notice of any change in the total annual Assessments against each Living Unit to every Owner subject thereto at least thirty (30) days in advance of each annual Assessment period; and

(3) place a lien (and foreclose said lien) against any Sublot for unpaid Assessments or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and adequate officers and Directors indemnity insurance;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained.

(h) establish, levy, assess and collect all Assessments referred to or authorized in the Declaration

(i) take all actions and create and enforce such rules and regulations as reasonably required to allow Pioneer Ridge to continue to maintain its status as "Housing For Older Persons" under the provisions of the Fair Housing Act, as the same may be amended from time to time.

Section 3. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) cash basis of accounting, as defined by generally accepted accounting principles, shall be employed;

(b) internal accounting controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) 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 thing of value received shall benefit the Association;

(e) 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

(f) the following financial and related information shall be regularly prepared by the Board and copies made available to all Members of the Association at the expense of the Association:

(i) The Board shall cause a reserve budget and an income and expense budget (collectively referred to as the Budget) for the Association, to be prepared for each fiscal year of the Association. The Board shall post written notice in a prominent place within the Property that the Budget is available at the business office of the Association or at another suitable location within the Property.

(ii) The Board shall cause an annual financial statement or annual audit report (Financial Statement) to be prepared in accordance with generally accepted accounting principles within one hundred twenty (120) days after close of the Association's fiscal year. The Board shall post written notice in a prominent place within the Property that the Financial Statement is available at the business office of the Association or at another suitable location within the Property. The Financial Statement shall consist of:

(A) a balance sheet as of the end of the fiscal year;

(B) an income and expense statement for the fiscal year; and

(C) a statement of changes in financial position for the fiscal year.

Such Financial Statement shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant or by

Developer or its designated agent, employee or contractor.

Article VII
Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his or her successor is elected and has qualified, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of 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. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall see that orders and resolutions of the Board are carried out; shall sign all leases, deeds, and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer.** The Treasurer or his designated agent(s) shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

Article VIII **Committees**

Section 1. Appointment of Committees. The Board of Directors shall appoint a Design Review Committee, as provided in the Declaration. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

Article IX **Finances of Association (Assessments)**

Section 1. Preparation of Estimated Budget. On or before the filing with the Lorain 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 and the amounts, if any, which may be received from special assessments, concessions, contracts for special services and facilities, and other sources for the balance of the calendar year (collectively the "Estimated Cash Receipts" together with an estimate of amounts required to pay outstanding invoices for goods and services for the balance of the calendar year and a reasonable amount considered by the Association to be necessary for a reserve for contingencies (collectively the "Estimated Cash Disbursements"). Any surplus of Estimated Cash Receipts over Estimated Cash Disbursements (herein the "Estimated Surplus") may, at the discretion of the Board, be either added to a reserve for contingencies or may be credited pro rata against amounts due from Members. Any excess of Estimated Cash Disbursements over Estimated Cash Receipts (herein "Estimated Cash Requirements") may be assessed pro rata to those Members required to pay the Assessments according to and as specifically set forth in Article IX of the Declaration. On or before December 21, the Association shall notify each Member in writing as to the amount of any assessment for Estimated Cash Requirements, 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.

Notwithstanding the provisions of this Section 1, the Board shall have the authority to establish payment of Assessments monthly, quarterly or semi-annually (rather than annually).

Section 2. Reserves for Contingencies and Replacements; Special Assessments.

The Association shall build up and maintain reasonable reserves for contingencies and reserves for replacements and major repairs. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserves. The Association may 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 therefor.

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 or her 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 Section 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.

(a) Inspection by Members and Mortgagees. The Declaration and Code, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying 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. The copying of any records shall be at the expense of the Member, except as otherwise stated herein.

(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 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. 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 Section 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 association or savings and loan associations and/or such money market fund(s) 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. 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 shall have all of the remedies set forth in the Declaration, in this Code or at law or equity to collect such Assessments and all costs associated therewith.

Article X

Hearing Procedure; Compliance and Non-Monetary Default.

Section 1. 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 are governed by Articles IX, X and XI of the Declaration) of any of the provisions of the Declaration, this Code, or the Rules, the Association or a committee created by this Code 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:

(a) Impose a penalty Assessment against the Member or Tenant or other occupant as provided in Subsection (b) of this Section; and/or

(b) 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

(c) 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

(d) Suspend the voting rights and right to use of the recreational facilities (if any) of a Member per Article VI, Section 1(b) herein;

(e) Commence an action to recover damages or any other remedy available at law or in equity.

Section 2. Penalty Assessments. The amount of any penalty Assessment shall be a reasonable amount as determined by the Board or the Covenants Committee. Prior to imposing any penalty Assessment, 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, this Code 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 penalty Assessment 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 penalty Assessment imposed by the Board or committee shall be due and payable within ten (10) days after written notice of the imposition of the penalty Assessment, 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 penalty Assessment 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 penalty Assessment 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.

Section 3. 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 or her 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 Sublot, Living Unit or its appurtenances or of the Common Areas.

Section 4. Responsibility of Members for Tenants. Each Member shall be responsible for the acts and omissions, whether negligent or willful, of his or her 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, this Code, 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.

Section 5. Costs and Attorney's Fees. In any legal proceedings commenced by the Association or a committee to enforce the Declaration, this Code 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.

Section 6. Developer Assessments for Legal Expenses. Except as provided in Section 5 of this Article, the Developer shall not be required to pay any assessments or monies to finance any claim or litigation against the Developer.

Section 7. No Waiver of Rights. 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.

Section 8. 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 (2/3) of the Members of the Board shall be required to reverse or modify the decision of the committee.

Section 9. 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, this Code, 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 XI **Amendments to this Code of Regulations**

During the Class "B" Control Period (as defined in the Declaration), this Code may be amended by the Board. Thereafter, this Code of Regulations may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of Members present in person or by proxy, provided, however, if the Developer applies for approval of the Federal Housing Administration or the Veterans Administration for mortgage financing then in that event, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Article XII **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 this Code.

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

Section 4. Notices. Unless otherwise provided in this Code, all notices, demands, bills, statements, or other communications under this Code 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, or 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 5. Headings. The heading of each Article and of each Section in this Code is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Code or in any way affects this Code.

Section 6. Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Code shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now-living descendants of George W. Bush, President of the United States of America, and Richard Cheney, Vice President of the United States of America.

Section 7. Indemnification. Each member of the Board and each officer of the Association, and each former member of the Board and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him or her in connection with the defense of any pending, threatened or completed action, suit or proceeding, criminal, civil, administrative, or investigative, to which he or she is or may be made a party by reason of his or her being or having been such member of the Board or officer of the Association (whether or not he or she is a member or officer at the time of incurring such costs and expenses), unless such Board member or officer (or former Board member or officer) failed to act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal proceeding, he or she had no reasonable cause to believe his or her action was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction shall not create, of itself, a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, a presumption that the person had reasonable cause to believe that his or her conduct was unlawful. The determination of whether the Board member's or officer's conduct failed to qualify for indemnification shall be made either by (1) the opinion of independent counsel selected by the Association, (2) by a majority vote of the disinterested members of the Board of the Association, or (3) a majority vote of the disinterested members of the Association. The phrase "disinterested members" shall mean all members of the Board or of the Association other than (i) any member of the Board or officer of the Association who is a party to or threatened with such action, suit or proceeding; (ii) any corporation or organization of which such member of the Board or officer referred to in (i) above owns of record or beneficially ten percent (10%) or more of any class of voting securities; (iii) any firm of which such member of the Board or officer referred to in (i) above is a partner or member; and (iv) any spouse, child, parent, brother or sister of any such member of the Board or officer referred to in (i) above. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such member of the Board or officer and shall not be exclusive of other rights to which any member of the Board or officer may be entitled to or granted pursuant to Section 1702.12(E) of the Ohio Revised Code, as a matter of law, or under the Declaration, Articles, this Code, any vote of Association members or any agreement.

IN TESTIMONY WHEREOF, the undersigned, being the sole Member of the Association, has caused this Amended and Restated Code of Regulations to be duly adopted on or as of the 17 day of September, 2014.

PULTE HOMES OF OHIO, LLC,
a Michigan limited liability company,
successor by merger to Pulte Homes of Ohio Corporation

By: [Signature]

THERESA T

STATE OF OHIO)
MEDINA ma) SS.
~~CUYAHOGA COUNTY~~)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named PULTE HOMES OF OHIO, LLC, a Michigan limited liability company, successor by merger to Pulte Homes of Ohio Corporation, by STAN KATANIC, its VPOF LAND ACQUISITION, who acknowledged that he executed the within instrument, that such execution was the free act and deed of said company and was his free act and deed both individually and in his capacity as an officer of the company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 17 day of September, 2014.

OHIO TITLE CORP
Order No. X1452163

[Signature]
NOTARY PUBLIC
My Commission Expires: 10-21-14

THIS INSTRUMENT PREPARED BY:

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KOHMAN JACKSON & KRANTZ, P.L.L.
ONE CLEVELAND CENTER, 20TH FLOOR
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STACEY SANDERS
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires Oct. 21, 2014