



Royal Valley

Homeowner's Guide

Issue No. 2

ROYAL VALLEY HOMEOWNER'S GUIDE

MASTER TABLE OF CONTENTS

Quick Reference Guide

Preface

Introduction

Legal Information for Non-profit Organizations (Ohio Revised Code 1702)

Declaration of Covenants and Restrictions

By-Laws

Rules and Regulations

QUICK REFERENCE GUIDE

Royal Valley Homeowners Association
P.O. Box 33590
North Royalton, OH 44133-3590

Your Block Captain is: _____

Prohibitions and Restrictions

The Declaration of Covenants and Restrictions, the By-Laws, and any rules and regulations adopted by the Board of Trustees with regards to the Common Properties, as empowered by the Declaration, Article IV, Section 3, are legally-binding.

Prohibited

- Certain outside antennae (Article VII, Section 1)
- Above-ground pools (Article VII, Section 16)
- Sheds greater than 12' by 14' (architectural rules)
- Storage of motorized vehicles in driveway or on street (Article VII, Section 9)
- Structures, including sidewalks and driveways, on easements (Article IV, Section 4)
- Motorized vehicles in Common Properties (Article VII, Section 11)
- Hunting, trapping, fishing in Common Properties (Article VII, Section 10)
- Boating, fishing, wading, swimming in Common Properties (Article VII, Section 12)
- Discharge of guns, ammunition or explosives in Common Properties (Article VII, Section 10)
- Signs on Common Properties, except as noted (Article VII, Sections 2, 3)
- Obstruction or hindrance of the drainage system in the Common Properties (Article IV, Section 4)
- Use of the Common Properties by any Member in violation or delinquent on dues (Article IV, Section 3c)
- Maintaining any part of the Common Properties as part of own property (Rules & Regulations)
- Certain satellite dishes
- Clotheslines (Article VII, Section 4)
- Dumping (Article VII, Section 7)
- Chain link fences (architectural rules)

Note that Article VII, Section 15 on satellite dishes is unenforceable provided the homeowner installs a dish that is less than one meter (39.4 inches) in diameter.

Restricted

- For Sale, Garage Sale, home improvement, landscaping and political signs (Article VII, Section 2)
- Exterior appearance of sheds, fences, decks, gazebos,..... (architectural rules)

Building Permits

Most any home improvement requires a building permit from the City of North Royalton. The only ones that also require architectural approval from the Review Board are exterior structures such as listed on the back page of this quick reference guide.

(continued on back)

Sheds, Decks, Fences, Gazebos, House Additions, In-Ground Pools,.....

If you are considering any type of exterior structure on your property, that structure is subject to architectural review per Article VI. Examples of structures subject to review are given in the subheading. A description of the proposal must be sent to the address on the front page of this quick reference guide. The description must include: the type of structure, its appearance (color, finish), size, materials of construction, and location on your property. Variances will be considered by the Review Board but such requests should be accompanied by written approval from adjacent neighbors to assist the request. Such support does not guarantee that the Review Board will grant the variance.

Patios, driveway extensions and any internal home improvements are not subject to architectural review.

THE CITY OF NORTH ROYALTON WILL NOT ISSUE A BUILDING PERMIT UNTIL YOU HAVE ARCHITECTURAL APPROVAL.

THE PROCESS OF ARCHITECTURAL REVIEW TAKES 2-3 WEEKS AFTER SUBMISSION OF YOUR REQUEST; PLEASE PLAN ACCORDINGLY.

Dues

Annual dues are \$80, payable by 1 March. A billing will be sent prior to that due date.

Meetings

The annual meeting is held in March at a location that is announced prior to the meeting.

The Board of Trustees meets at 7:00 PM on the first Tuesday of every month, usually at the North Royalton library. Attendance is open to all Members.

The Advisory Council typically meets the fourth Tuesday of every month, usually at the library. Attendance is open to all Members.

Quorums and Votes Needed for Assenting Decision

Election of Trustees: quorum is 50% of Membership and then highest vote totals to match number of openings determines new Trustees.

Amendment to By-Laws: quorum is 60% of Membership and then majority of the presented voting interest.

Amendment to Declaration: at least 210 Members must vote in favor of an amendment.

Special Assessment or Increase in Annual Dues: quorum is 60% of Membership and then 2/3 of the presented voting interest must approve. If quorum is not obtained, than a special meeting can be called where the quorum is reduced to 30% of Membership and where 2/3 of that presented voting interest must vote in favor.

Complaints

For whatever reason a Member wishes to register a complaint with the Board of Trustees, that complaint must be submitted in writing to the address listed in this quick reference guide. It will then be considered at the next duly-convened meeting of the Board. Any correspondence directed to a Trustee at his/her place of residence will not be viewed as Board business.

PREFACE

The Board of Trustees of the Royal Valley Homeowners Association (RVHA) is pleased to provide you with an updated "Homeowner's Guide" on the rules and regulations of the Association.

It has become apparent that certain builders in Royal Valley failed to present copies of the original guide to new homeowners. It also has become apparent that the original guide did not necessarily transfer when existing homes were sold to new Members. Because this information may not have been readily available to all Members and because there have been a number of revisions to the rules and regulations, this new guide is being provided to you. Though you may have not had possession of the original guide, or even been aware that Association rules and regulations are in force in Royal Valley, your acceptance of the title to your property automatically bound you (and shall bind any future owners) to the rules and regulations, without exclusion, per the law of the State of Ohio.

The Homeowner's Guide consists of five (5) sections: (1) Introduction, (2) Legal Information for Non-profit Organizations (Ohio Revised Code 1702), (3) the Declaration of Covenants and Restrictions*, (4) the By-Laws, and (5) Rules and Regulations. A table of contents has been included with each section for easier referral. Rules and Regulations have been condensed from the original guide into one specific section, as well as containing guidelines developed by the Board of Trustees since Issue No. 1. Also, a quick reference guide has been created that has hopefully condensed into one source the issues that are most common or of most interest to the homeowner; that reference guide is found after the title page and ahead of this preface.

From an historical perspective, it should be noted that the Declaration and the By-Laws were not drafted by RVHA. Rather, the original development company prepared these documents and recorded them with the Cuyahoga County Recorder in June 1987. As is the case with many documents of this kind, circumstances change and Members wish to amend these legally-binding documents to properly reflect such circumstances. That has been the case with respect to Royal Valley where amendments to these two (2) specific documents have been proposed and approved by the Membership. Those modifications are highlighted in *italics* throughout this guide. Modification to the By-Laws requires only a simple majority once a quorum is reached (60% of the total voting power, or 189 Members). Modification to the Declaration requires the approval of $\frac{2}{3}$ of the Members, in other words, 210 members must vote "yes" to any proposed amendment.

It is sincerely hoped that this guide will serve a number of purposes, not the least of which is to educate you as to your rights, privileges and obligations as a Member of the Royal Valley Homeowners Association. Your comments with regards to this guide are welcomed so that further appropriate modifications can be considered that may best serve the interests of all Members while providing for the appropriate administration of these binding restrictions and covenants.

THE BOARD OF TRUSTEES
ROYAL VALLEY HOMEOWNERS ASSOCIATION

*: The Declaration of Covenants and Restrictions filed with the Cuyahoga County Recorder in June 1987 contained several typographical and grammatical errors. Though Article VIII, Section 7 of the Declaration provides the Board with the power to correct such errors, the cost to refile has been deemed to be prohibitive, especially in view of the errors having no impact on the intent of the document. Therefore, the errors have been duplicated in this issue.



Introduction

INTRODUCTION

TABLE OF CONTENTS

	<u>Page number</u>
Maintenance of the Common Areas.....	1
Responsibilities of Members.....	1
Violations.....	1
Duties of the Board of Trustees.....	2
Advisory Council.....	2
Block Captains.....	3
Transfer of the Homeowners Guide.....	3

INTRODUCTION

All property owners within Royal Valley are Members of the Royal Valley Homeowners Association, Inc. It is the Association's primary purpose to maintain a quality environment while protecting and enhancing your investment.

It is also the Association's responsibility to regulate and maintain all Common Properties and the landscaped entranceways. The Common Properties consist of sixty (60) acres of mostly wooded setting meandering throughout Royal Valley; three (3) lakes (also known as water retention basins) are found in the Common Properties. All members and their families have the right to enjoy the use of the Common Properties.

Maintenance of the Common Areas

The Common Properties are maintained by the annual assessment of eighty dollars (\$80) charged by the Association against each improved lot and residence. The assessment covers the costs of:

- Real estate taxes for the Common Properties
- Insurance coverage for the Common Properties
- Maintenance and repair of the Common Properties

These costs command a huge portion of the annual budget of \$25,120. As there is little to no cash reserve in case of an emergency, an increase in the assessment was sought in 1995. It was defeated at a special meeting called for that purpose.

Responsibilities of Members

Each homeowner shall be responsible for maintaining the standards of his/her lot and home and, as a user of the Common Properties, shall have the responsibility for helping keep these areas clean and orderly.

Homeowners shall be responsible for providing the financial resources to support the Association.

Homeowners shall be responsible for actions of their families, guests and tenants.

Homeowners are bound by the rules and regulations of the Association as identified in Article VIII, Section 4, of the Declaration.

Violations

Homeowners are asked to report, **in writing**, any violations of the rules and regulations to the Board of Trustees in care of the following address:

Royal Valley Homeowners Association
P. O. Box 33590
North Royalton, OH 44133-3590

The Board of Trustees will then review the reported infraction(s) at the next duly-convened meeting. If a Member or their family is identified to be in violation of the rules and regulations, the homeowner will be notified in writing and given fourteen (14) days to correct the infraction unless the Board of Trustees is provided with an acceptable documented response as to why this time frame is unreasonable. If the infraction is not corrected by the deadline, the complaint will be turned over to an attorney for legal enforcement.

It is appropriate here to note the particular significance of the amendment to Article VIII, Section 3, of the Declaration that provides for cost of enforcement:

If any Unit Owner (either by his conduct or by the conduct of any occupant of his Home) shall violate any provisions of this Declaration or any rule adopted, said Owner shall pay to the Association, in addition to any sums due, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and court costs.

Duties of the Board of Trustees

The duties of the Board of Trustees are to administer the business of the Royal Valley Homeowners Association, a non-profit corporation. Those duties are identified in the By-Laws under Article III, Section 13 and Article IV, Section 4 and in the Declaration under Article V, Section 8. **The Board does not mediate disputes between neighbors.**

In reality, the duties of the Board of Trustees transcend those of administration and instead require considerable amounts of time devoted to the operation of the Association as a non-profit corporation. To assist in this operation, several ancillary functions have been created. The Advisory Council and the Block Captains are discussed here. In addition, several committees have been formed to address special interests and then disbanded once those interests reached resolution; the recreation and landscaping committees are examples where the former was charged with information gathering with respect to a proposed recreational complex and the latter was charged with recommending a landscape firm for the maintenance of the Common Properties.

Advisory Council

Council consists of up to sixteen (16) homeowners that seeks to aid the Board in improving the quality and operation of the Association through a better understanding of homeowners' expectations. Council meets on a regular basis where six (6) members are required to be present for a quorum.

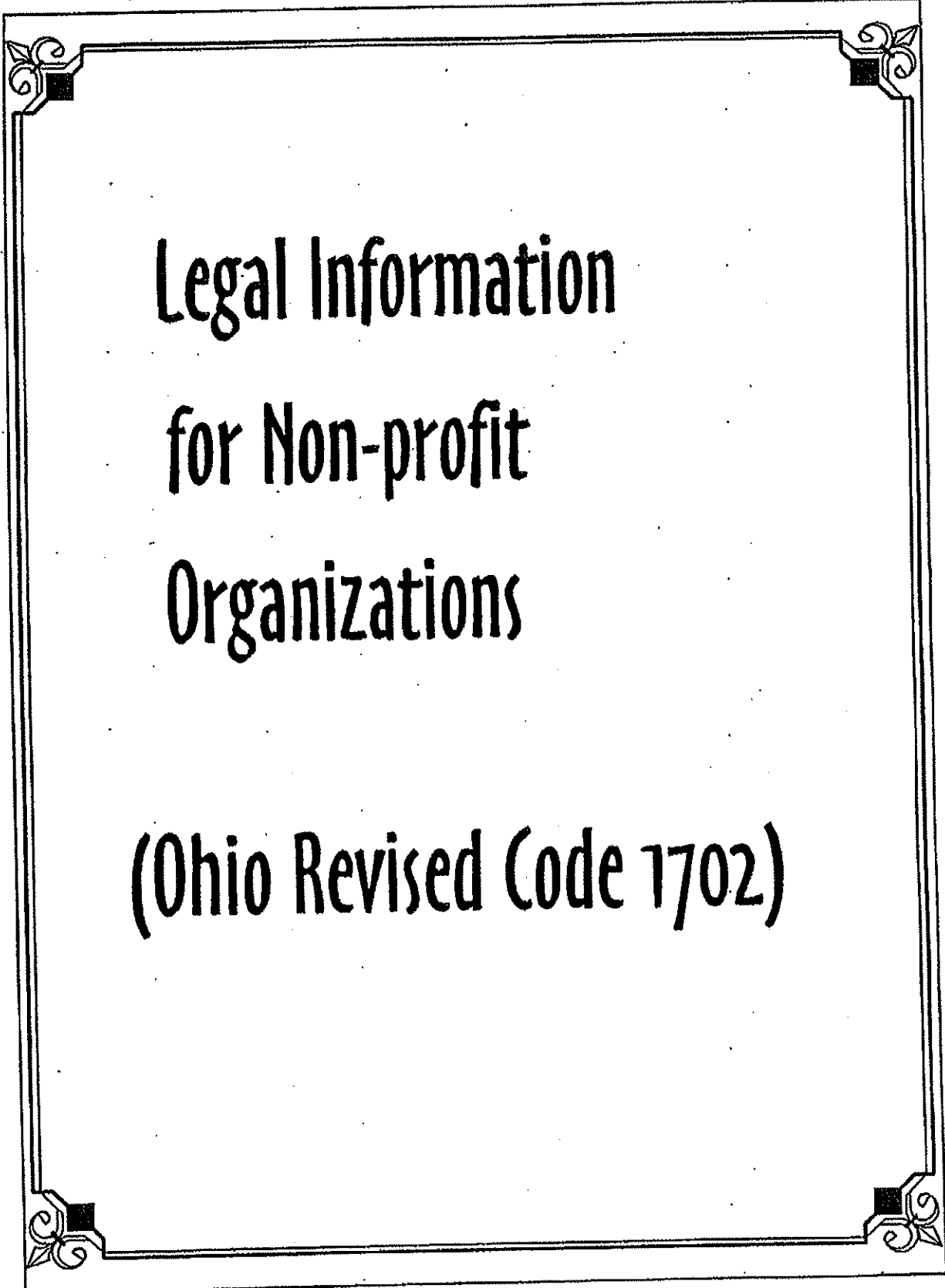
Block Captains

Royal Valley is divided into nineteen (19) sections (blocks) each consisting of fifteen to twenty (15-20) homes. Homeowner volunteers serve as captains for each of these blocks. These individuals serve to deliver and receive information about activities within the Association such as delivering newsletters and informing the Board about real estate transfers within their block. Block Captains receive a copy of the minutes to each Board meeting, once approved, and they assist in staging the annual meeting.

Transfer of the Homeowners Guide

If you decide to sell your home, you are obligated to transfer this copy of the guide to the new owners. The rules and regulations of the Association are binding on any and all successors.

Additional copies of the guide may be purchased from the Board of Trustees at prevailing rates.



**Legal Information
for Non-profit
Organizations**

(Ohio Revised Code 1702)

LEGAL INFORMATION FOR NON-PROFIT ORGANIZATIONS

TABLE OF CONTENTS

	<u>Page number</u>
Introduction.....	1
Choice of Entity.....	1
Documenting an Unincorporated Association.....	1
Establishing a Non-Profit Corporation.....	2
Fiduciary Responsibility.....	2
Liability Insurance.....	3
Obtaining Tax Exempt Status with Internal Revenue Service.....	3
Annual Filings with Internal Revenue Service and State of Ohio.....	4
Lobbying Activities Affecting Tax Exemption.....	5
Responsibilities as an Employer.....	5
U.S. Postal Service Regulations.....	5
Copyright and Trademark.....	6
Role of Ohio Attorney General.....	6
Local Charitable Solicitation and Reporting Requirements.....	7
Coordination with United Way.....	7
Resources of the Local Bar Association.....	8

LEGAL INFORMATION FOR NON-PROFIT ORGANIZATIONS

(Prepared by the Columbus Bar Association, 1991)

Introduction

The purpose of the Columbus Bar Association in preparing this information and of the Secretary of State in distributing it is to inform the organizers, trustees, officers and volunteers of newly-formed and existing non-profit agencies of legal and tax pitfalls and opportunities. It is not intended to be technical or authoritative.

Choice of Entity

Generally, an individual cannot qualify as a charitable, religious, social welfare, educational or scientific organization. Formation of a non-profit organization is necessary. While non-profit organizations are the most often used form of organization, unincorporated associations or trusts are not uncommon.

The choice of entity may be dictated by the anticipated longevity of the endeavor, the planned activities and the need for the ownership or leasing of facilities and the services of employees.

The corporate form should be considered if the organization will acquire assets such as buildings, equipment or vehicles to be used in the delivery of services or if it will be necessary to hire employees to render services.

If activities will involve only the solicitation of contributions or the dissemination of information, the unincorporated association or charitable trust may be acceptable.

Documenting an Unincorporated Association

Ohio statutory law recognizes unincorporated associations. Basically, such an organization must have formal documents creating it known as constitutions. Additionally, such an organization usually has by-laws, which set forth the rules and regulations for operation. The method of adopting the constitution, the power and duties of the trustees and officers, and the rights of members should be set forth in these documents. The documents will also specify the method of electing officers and will define their duties.

Special attention should be given to the statement of purpose set forth in the constitution. The purpose may be critical in qualifying for tax exemption or in meeting standards for funding.

Care must also be given to defining the qualifications of members and trustees.

Unincorporated associations are legal entities that can enter in contracts, sue and be sued.

Establishing a Non-Profit Corporation

The starting point in forming a non-profit corporation is filing articles of incorporation with the Ohio Secretary of State. The minimum content of the articles is set forth by statute. A one-time filing fee of \$25 is charged.

This document must set forth the purpose of purposes for which the corporation is formed. A general all-inclusive purpose clause will not suffice. The purpose clause must specifically state for what purpose the corporation is formed. In addition to the purpose clause, the articles must include the names of the original trustees of the corporation, the name of the corporation and the location of its principal office.

If a non-profit corporation is applying for tax-exempt status with the Internal Revenue Service, it should include the required language in the articles. The IRS publication number 57, "Tax-Exempt Status for Your Organization" contains samples of the required language and is available at no cost from the IRS Forms Distribution Center, P.O. Box 6900, Florence, KY 41042. Please note that the standard boiler plate language required by the IRS will not suffice as a purpose clause.

In addition to the articles of incorporation, a non-profit corporation must have a code of regulations. This code, just as the by-laws of the unincorporated association, sets forth the rules and regulations for operation, and specifies the numbers and duties of the officers. The code of regulation is usually the document that establishes the fees or dues of members. The code of regulations is not filed with the Secretary of State.

Once again, special care should be given to the statement of purpose contained in the articles of incorporation. In addition to its relevance in determining tax exempt status or funding eligibility, the purpose clause may unduly restrict the activities the corporation may engage in.

Non-profit associations may own assets. They can enter into contracts, sue and be sued. A special statutory provision provides a streamlined method for incorporating an unincorporated association and transferring the assets of the association to the corporation.

Fiduciary Responsibility

An individual who agrees to serve a non-profit corporation or unincorporated association as a trustee assumes certain legal duties and responsibilities and has fiduciary obligations to such corporation. In managing or directing the affairs of such organizations, a trustee is required by law to act in good faith, in a manner he or she reasonably believes to be in the best interests of the organization, and with the care that an ordinarily prudent person in a like position would use under similar circumstances. He is entitled, within reasonable limits, to rely on the reports of trustees, officers, employees, accountants, lawyers and other experts in discharging his or her fiduciary duties. A trustee may not avoid his or her duties through nonmanagement, by not attending meetings and by ignoring the affairs of the organization. If, in a specific instance, a trustee fails to meet standard of care requirement of him or her by law, he or she may be subject to personal liability.

A trustee who performs his or her duties in good faith and with reasonable care and diligence will not incur personal liability by reason of the fact that he or she serves the organization, even if his or her poor business judgment causes loss or injury to the organization. Moreover, a recent law provides additional protection to some trustees of certain non-profit corporations. This new law, which is codified in Section 2305.38 of the Ohio Revised Code, provides, in part, that a trustee of a "charitable organization" (i.e., any nonhospital, charitable non-profit corporation organized under Ohio law) who does not receive compensation for his or her services shall not be held personally liable in damages for actions or omissions in connection with any supervisory or corporate services that he or she performs for the charitable organization, unless (i) the act or omission of the trustee constitutes willful or wanton misconduct or intentionally tortious conduct, or (ii) with the prior knowledge of a wrongful act or omission by an officer, employee or other trustee of the corporation, the trustee authorizes, approves or otherwise actively participates in that action or omission.

If a trustee is made a party to any lawsuit by reason of the fact that he or she serves the corporation, the corporation may agree to indemnify him or her for those expenses and liabilities incurred by him or her in connection with such suit if he or she acted in good faith and in a manner he or she reasonably believed to be in the best interests of the corporation. To the extent that a trustee is successful in defending any action brought against him or her, the trustee has an absolute statutory right to be indemnified by the corporation.

Liability Insurance

As mentioned before, non-profit organizations can sue and be sued. They are not immune from liability. They are subject to liability to the same extent as any other person or corporation for its negligent acts or other torts. Additionally, a non-profit organization is responsible for the negligent acts of its officers, trustees and employees.

Liability insurance can be obtained for the non-profit organization as well as its officers, trustees and employees. Sophisticated individuals will inquire into the existence of such insurance before agreeing to serve on the board of trustees. Care should be taken to cover employees and volunteers if they are engaged in rendering service to the public, especially transporting people.

The organization should discuss its planned activities in detail with a qualified insurance agent prior to commencing activities to determine the availability and cost of such insurance.

In the previous section, we mentioned a recent law change in Ohio that grants limited immunity to non-paid volunteers to certain charitable organizations. Since the statute provides only limited immunity to certain individuals and no immunity to paid staff members, liability insurance is definitely recommended.

Obtaining Tax Exempt Status with IRS

The Internal Revenue Code recognizes over 20 different types of tax-exempt entities. Exemption under a particular Code section can have significant advantages or disadvantages in areas such as deductibility

of contributions to it or exemption from unrelated business income taxes. It may also be possible for non-profit organizations to set up related or affiliated trusts, foundations or non-profit corporations to accept contributions or hold real estate. These affiliated entities can enhance income tax advantages.

Any non-profit organization that intends to solicit contributions or hold assets should seek a determination from the Internal Revenue Service that it is a tax-exempt entity. The application forms are quite long and require detailed information about the organization.

Consultation with a tax adviser familiar with the provisions relating to tax-exempt organizations is critical for appropriate selection of the category most favorable for the non-profit organization. In addition, assistance with the preparation and submission of the appropriate Internal Revenue Service form and any related documents is advisable in light of the length of the forms, the required detailed description of specific activities of the organization and the financial and other data requested.

Annual Filings with IRS and State of Ohio

Obtaining tax-exempt status from the Internal Revenue Service does not mean that the organization does not have to file an annual tax return. It has an obligation to file an informational return (generally, Form 990) even though no taxes are due. If the tax-exempt organization engages in commercial activities, it may have to pay an income tax on the profits derived from such activities under the Unrelated Business Income Rules. Once again, the organization is encouraged to consult with a tax adviser.

Generally, non-profit corporations are not subject to the Ohio franchise tax. Non-profit organizations will be required to pay Ohio sales or use tax on their purchases unless the organization qualifies as a church or charitable organization as defined in the sales tax statutes.

Even if the organization generally must pay sales or use tax on purchases, there are numerous specific exemptions from the tax that need to be consulted when making purchases. When an exemption is claimed, the supplier will request a completed exemption certificate. Blank forms may be obtained from business supplies stores. Non-profit organizations will be required to obtain a vendor's license and collect Ohio sales tax on sales made by the organization unless the sales are made only occasionally as defined in the statutes.

Non-profit organizations may be required to pay tax upon Ohio real property owned unless the use of the property qualifies for a specific exemption. There are provisions for filing an application for exemption with the tax commissioner. Tangible personal property is not subject to tax unless used in business. Non-profit organizations may become subject to the Ohio personal property tax for property used in a commercial enterprise.

Additionally, non-profit organizations have filing responsibilities as an employer. See **Responsibilities as an Employer**.

Lobbying Activities Affecting Tax Exemption

Non-profit organizations have a right to petition the Ohio legislature and Congress to bring about changes in the law or to enact social legislation. However, the Internal Revenue Code places restrictions on certain lobbying activities of tax-exempt organizations. At the time the organization consults a tax adviser concerning its exemption application, the organization should review its anticipated political activities to be certain it does not jeopardize its tax exemption.

Responsibilities as an Employer

Although a non-profit organization may be exempt from the payment of federal and state income taxes, it is not exempt from payroll taxes. Non-profit organizations are subject to the Internal Revenue Service and Ohio withholding responsibilities and subject to the payment of the employer's share of FICA (Social Security) taxes.

At the time of organization, applications are made to obtain federal and state taxpayer identification numbers. These number must be used when filing the withholding reports.

Most municipalities in the state of Ohio impose a city income tax and require the employer to withhold tax. Consult the city treasurer's office in the municipality where you have your office concerning your duties.

As an employer, the non-profit organization must also comply with Ohio's workers' compensation laws and unemployment compensation laws. Both laws require that an account be established with the state agency and that payroll taxes be paid.

A non-profit organization is subject to ERISA requirements if it establishes a retirement program and, unless exempted because of its size, must comply with ERISA requirements for its welfare benefit plans, such as medical insurance programs.

A non-profit organization must comply with the rules and regulations of the Ohio Civil Rights Commission in its hiring and employment practices. The Commission does provide publications for employers explaining these duties.

If a non-profit organization seeks public grant monies, either state or federal, it should be aware of the requirements concerning employment practices that are part of every grant.

U.S. Postal Service Regulations

An important part of most non-profit organizations is the dissemination of information to its members and others. Traditionally, non-profit organizations lack adequate funding. Printing and mailing expenses are often large expenses.

The U.S. Postal Service issues special permits to qualified non-profit organizations for bulk rate postage charges. Applications for the permit and regulations concerning its use can be obtained from any post office.

The organizational documents (constitution or articles of incorporation) and the Internal Revenue Service tax-exempt determination form a part of this application.

Copyright and Trademark

A non-profit organization should be sensitive to protecting its own intellectual property as well as not infringing on that of others.

Copyright protection may be available to a non-profit organization, even if it is not involved in the arts. Non-dramatic writings, graphic material, photographs and other relatively humble means of expression are the subject of copyright on the same basis as motion pictures, music, paintings, sculpture, books and the like. Likewise, any word, name, symbol or combination of elements which is used to identify the membership of a non-profit organization or its services can be protected on substantially the same basis as the names and marks of commercial organizations. The question inevitably arises: given the opportunity for protection, why would an entity that has no intention of selling its works or using its marks in commerce trouble itself with such matters? The answer lies in the potential to control the use of these properties. No organization wants its material or its name used by those whose purposes are unknown or even inimical to the first party. Our advice is to protect the organization's rights in these areas from the outset, because copyrights have a way of slipping away if some relatively simple steps are not taken in the early going and because the trademark selection and clearance processes are critical to ongoing protection.

Often an organization, in disseminating information, will copy or reproduce articles or pamphlets written by others. This innocuous act can result in copyright infringement. Efforts should be made to obtain the consent of the copyright owner before distributing the material. In no event should a non-profit organization duplicate materials for a seminar or course for which a fee is charged unless permission to duplicate is received.

Local organizations may not use the trade names or trademarks of nationally known charities without the express permission of such charities. Usually, the use of such trade names and trademarks is reserved to local organizations who have a formal affiliation with the national charity.

Role of Ohio Attorney General

The Ohio Attorney general has certain statutory duties to oversee the activities of charitable organizations particularly in the area of charitable solicitations.

Unless exempted by statute (which is unlikely unless the organization is operated or controlled by a religious organization), a non-profit organization must file a registration statement prior to any solicitation. This statute must be filed either with the Attorney General's office or the county clerk of courts.

If a non-profit organization is required to register, it also is required to file annual financial reports with the Attorney general.

Ohio law requires that all professional fund raisers be registered with the Attorney General's office and have a minimum fidelity bond. If a non-profit organization uses the services of a professional fund raiser, Ohio law requires that the agreement be in writing.

Before soliciting contributions, a non-profit organization is encouraged to discuss its responsibilities with the Charitable Foundations Section of the Attorney General's office located in the Rhodes State Office Tower in Columbus. An explanation of the law and copies of the registration form and annual report form will be made available at no charge.

Local Charitable Solicitation and Reporting Requirements

In addition to the regulation by the Ohio Attorney General, non-profit organizations need to be aware of any rules and regulations in their particular city, like those of the Columbus Charitable Solicitations Board.

Non-profit organizations may be required to obtain a permit in order to solicit contributions from the public in certain cities. As is often the case with permits, be prepared with copies of your organizational documents and your Internal Revenue Service tax-exempt determination letter.

In addition to obtaining the permit, a report of the contributions received and expenses incurred may need to be filed.

If the non-profit organization contemplates hiring the services of a professional fund raiser, the requirements of the city should be consulted first.

Coordination with United Way

United Way contributes significantly to the budgets of dozens of local non-profit organizations. United Way also stands ready to give advice and guidance to new or existing agencies. Administrative services are available on either a fee-for-service or gratis basis.

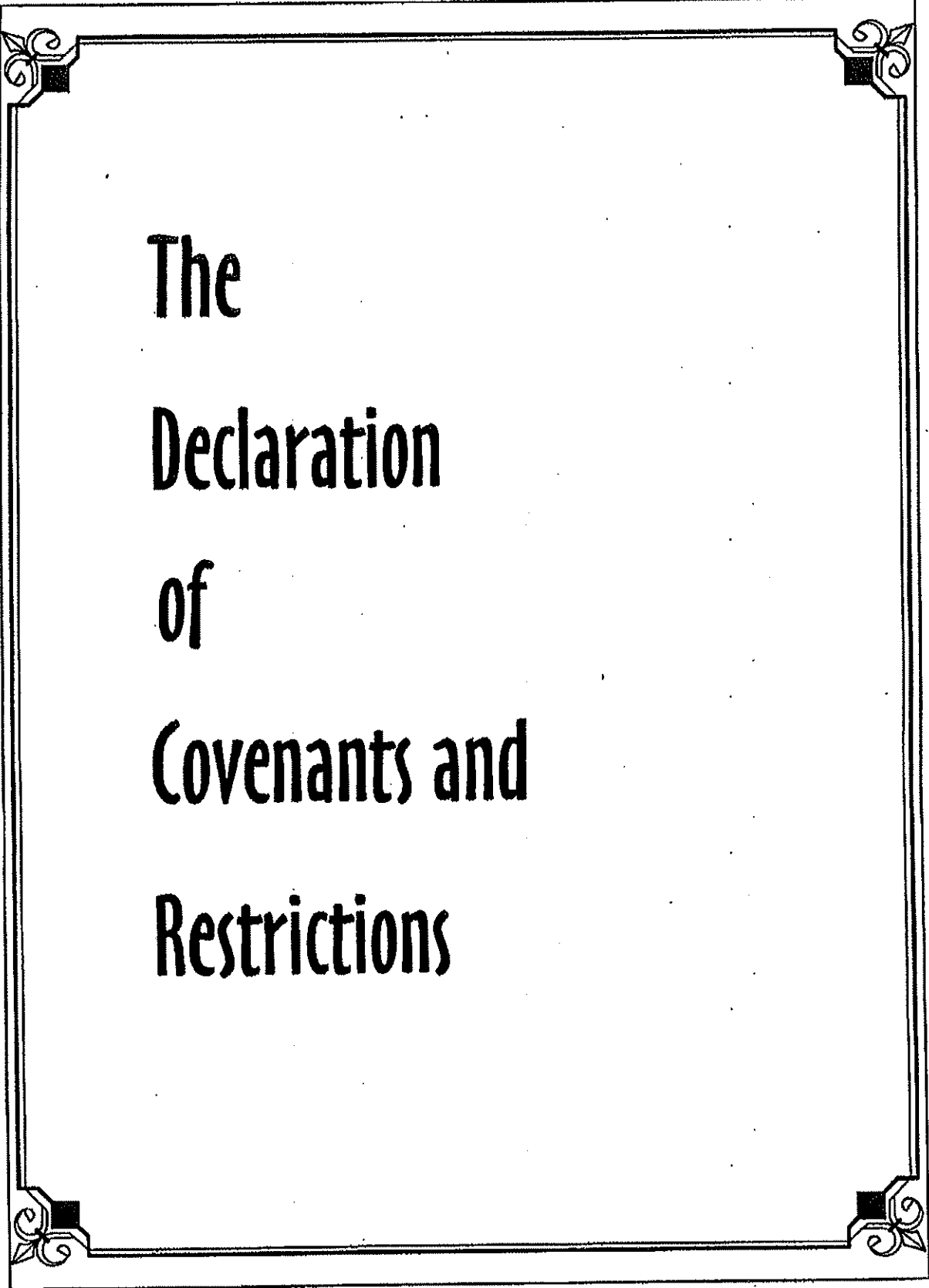
Any United Way funded organization also needs to understand that there are restrictions on fund-raising activities during the period of the United Way campaign.

Before incurring the expense and effort to organize a new agency, it is recommended that your ideas be discussed with United Way. Similar programs may be available but relatively unknown. The new program may be compatible with those of an existing agency that would be receptive to a new, enthused volunteer.

Resources of the Local Bar Association

Your local bar association is committed to encouraging the growth and development of non-profit organizations. This information, which was developed by the Columbus Bar Association, reflects that commitment.

Your local bar association will listen to the needs of all non-profit organizations and attempt to put it in touch with attorneys having experience in the area of need. Whether the individual attorney will perform on a fee-for-service basis or donate his or her time as a public service is a matter of negotiation between the attorney and the non-profit organization.



**The
Declaration
of
Covenants and
Restrictions**

DECLARATION OF COVENANTS AND RESTRICTIONS

TABLE OF CONTENTS

	<u>Page number</u>
ARTICLE I DEFINITIONS.....	2
Section 1.....	2
ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION.....	3
Section 1 - The Properties.....	3
Section 2 - Common Properties and Facilities.....	3
Section 3 - Mergers.....	3
ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	3
Section 1 - Membership.....	3
Section 2 - Voting Rights.....	4
Section 3 - Articles and Code of Regulations of the Association.....	4
ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES..	4
Section 1 - Members' Easement of Enjoyment.....	4
Section 2 - Title to Common Properties; Duty to Maintain.....	5
Section 3 - Extent of Members' Easements.....	5
Section 4 - Extension of Privileges.....	6
ARTICLE V COVENANT FOR MAINTENANCE AGREEMENT.....	7
Section 1 - Creation of the Lien and Personal Obligation of Assessment	7
Section 2 - Purpose of Assessments.....	7
Section 3 - Basis and Maximum of Annual Assessments.....	7
Section 4 - Special Assessments for Capital Improvements.....	7
Section 5 - Change in Basis and Maximum of Annual Assessments.....	8
Section 6 - Quorum for any Action Authorized Under Sections 4 and 5	8
Section 7 - Date of Commencement of Assessments.....	8
Section 8 - Duties of the Board of Trustees.....	9
Section 9 - Effect of Non-Payment of Assessment; Personal Obligation of the Owner; The Lien, Remedies of the Association.....	9
Section 10 - Subordination of the Lien to Primary Mortgages.....	9
Section 11 - Exempt Property	10
ARTICLE VI ARCHITECTURAL CONTROL.....	10
ARTICLE VII GENERAL RESTRICTIONS.....	10
ARTICLE VIII GENERAL PROVISIONS.....	14
Section 1 - Duration.....	14
Section 2 - Notices.....	14
Section 3 - Enforcement.....	14
Section 4 - Binding Effect.....	15
Section 5 - Assignability.....	15
Section 6 - Modification.....	15
Section 7 - Special Amendment.....	15
Section 8 - Severability.....	15
LEGAL DESCRIPTION FOR SUNRISE LAND COMPANY.....	16

DECLARATION OF COVENANTS AND RESTRICTIONS

ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made by this 26th day of June, 1987, by and between SUNRISE DEVELOPMENT CO., hereinafter referred to as DEVELOPER, ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC., hereinafter, sometimes referred to as ASSOCIATION, the DEVELOPER AND ASSOCIATION, both of 10800 Brookpark Road, Cleveland, Ohio 44130, H.D. DEVELOPMENT COMPANY, of 7620 Bond Street, Glenwillow, Ohio 44139 and KEILS CONSTRUCTION CO., INC., of 1004 Brookview Boulevard, Parma, Ohio, 44134, hereinafter referred to as SUBDEVELOPERS.

WITNESSETH: That

WHEREAS, Developer and Subdevelopers are owners of the real property referred to in Article II, Section 1 of this Declaration and desire to create thereon a Residential Community with permanent parks, playgrounds, open spaces, recreational facilities and other common facilities; and to this end, desire to subject said real property to the covenants, restrictions, easements, charges and liens, hereinafter set forth each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer and Subdevelopers have deemed it desirable for the efficient preservation of the values and amenities in said Community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Properties and facilities and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated under the laws of the State of Ohio, as a non-profit corporation, ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC. (the "Association") for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

NOW, THEREFORE, Developer and Subdevelopers declare that the real property referred to in Article II, Section 1 (the "Properties") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and further specify that this Declaration shall constitute covenants to run with the land and shall be binding upon Developer, Subdevelopers and their successors and assigns and all other owners of any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns.

The Declaration of Covenants and Restrictions was recorded with the Cuyahoga County Recorder on 30 Jun 1987 in Volume 87-4365, pages 32-51. This document was filed again, in Volume 89-0843, pages 4-23, to correct page 51 of the original filing. Also, the Declaration has since been amended. The amendments are found as *italic print* and the dates of amendment found as footnotes.

The witness and notarization of this document are not included in this reproduction; signatures are affixed to the original filing.

ARTICLE I

DEFINITIONS

Section 1.

The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

- (a) "Association" shall mean and refer to ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.
- (b) "City" shall mean and refer to the City of North Royalton, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically agreed and acknowledged by all parties to these Covenants and Restrictions that the City is and shall continue to be a third party beneficiary to, and has the authority to administer and enforce, these Covenants and Restrictions as they relate to the Common properties and facilities located thereon to be used for permanent parks, playgrounds, open spaces, recreational facilities and other common facilities, including storm sewers and swales, and any special tax assessment levied by the City with respect thereto, all as more fully set out in Article IV, Section 2 and Article V, Section 4 hereof, respectively.
- (c) "Common Properties" shall mean and refer to those areas of land in The Properties as shown in Blocks "A" and "B" on the record plat for Royal Valley Development Stage 1-B as recorded in Volume 237, Page 26 of Cuyahoga County Records and those areas of land which will be shown as Blocks on subsequent recordings of "The Properties".
- (d) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions and any supplements or amendments thereto.
- (e) "Developer" shall mean and refer to Sunrise Development Co., its successors and assigns.
- (f) "Living Unit" shall mean and refer to any single family dwelling located on a lot.
- (g) "Improved Lot" shall mean and refer to (i) any Lot having sanitary sewer, storm sewer, water lines and paving abutting thereon, and for which a building permit is available, or (ii) any Lot upon which a Living Unit has been or is being constructed.
- (h) "Lot" shall mean and refer to any subdivision of land of The Properties with the exception of the Common Properties.
- (i) "Member" shall mean and refer to all who are members of the Association as provided in Article III, Section I hereunder.
- (j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and/or Living Unit situated on The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgages unless and until such

mortgages has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

- (k) "Resident" shall mean and refer to one or more persons or entities having a leasehold interest in any Living Unit under a written lease from an Owner.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1 - The Properties

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of North Royalton, Ohio, and is described in Exhibit "A" attached hereto and made a part hereof.

Section 2 - Common Properties and Facilities

Common Properties and Facilities are that part of The Properties, subjected to use for retention basins, recreation facilities and Common Open Space, as shown in Blocks "A" and "B" on the record plat for Royal Valley Development Stage 1-B as recorded in Volume 237, Page 26 of Cuyahoga County Records and which will be shown as Blocks on subsequent recordings of "The Properties".

Section 3 - Mergers

Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. Alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligation of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

DECLARATION OF COVENANTS AND RESTRICTIONS

Section 1 - Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2 - Voting Rights

The membership of the Association shall be divided into two classes entitled to the rights hereinafter set forth with respect to such classifications.

Class A Class A members shall be all of those Owners as defined in Article I with the exception of the Developer. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the fee simple interest or interests. When more than one person holds such interest or interests in any Lot or Living Unit, all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B The Class B member shall be the Developer and shall be entitled to three votes for each Lot or Living Unit owned in The Properties, defined in Article II, Section I, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class B membership equal the total votes outstanding in the Class A membership. Thereafter, the Class B member shall be deemed a Class A member entitled to one vote for each Lot or Living Unit in The Properties owned by it as defined in Article II.

For the purpose of determining votes allowed under this Section as to unallotted land, the number of Lots shall be based on the Preliminary Development Plan dated March 10, 1987 and approved by the North Royalton Planning Commission on March 10, 1987, subject to any future revisions thereof.

For purposes of determining the votes allowed under this Section, when Living Units and Lots are counted, the Lot or Lots upon which Living Units are to be situated shall not be counted.

Section 3 - Articles and Code of Regulations of the Association

The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and code of Regulations by the non-profit corporation law of the State of Ohio as it may be in effect from time to time.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1 - Members' Easement of Enjoyment

Subject to the provisions of Section 3 of this Article IV, every Member, or instead of said Member, his tenant or lessee who is in residence upon said Member's Lot or Living Unit shall have for himself, his immediate household and guests a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2 - Title to Common Properties; Duty to Maintain

The Developer may retain the legal title to the Common Properties until such time as it has completed any improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any other provision herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey the Common Properties to the Association not later than December 31, 1989, or at such time as all improvements are installed, whichever occurs first.

The Developer shall have the duty to maintain all Common Properties and facilities (except for retention basin outflow structures which are to be maintained by the City) located thereon until they are transferred to the Association as provided in the preceding paragraph. Thereafter, it shall be the duty of the Association to maintain all Common Properties. Maintenance shall include, but not be limited to, painting, repairing, replacing and maintaining all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, retention basins, and all other improvements located in and/or on the Common Properties. The City is responsible for maintenance of all retention basin outflow structures located on The Properties. The City as a third party beneficiary, may, although under no obligation or duty to do so, compel the Developer or the Association, as the case may be, to fulfill the duty to maintain the Common Properties as set forth in this Section 2.

Section 3 - Extent of Members' Easements

The rights and easements of enjoyment created by this Article IV shall be subject to the following:

- (a) The right of the Developer, and the Association in accordance with its Articles of Incorporation and Code of Regulations, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure.
- (c) The right of the Association, in accordance with its Articles of Incorporation and Code of Regulations, to adopt uniform rules and regulations governing the use of the Common Properties, and to suspend the enjoyment rights of any Member or tenant or lessee thereof and his household and guests for non-payment of an assessment, during any period which such assessments remains in default, or for any infraction of such rules and regulations; and
- (d) The right of the Association to charge reasonable admission fees and other fees for the use of the Common Properties; and

- (e) The right of the Association to issue annual permits to Non-Members for the use of all or a part of the Common Properties, at such time and upon such terms as may be determined from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds ($\frac{2}{3}$) of the total voting power of the Association; and
- (f) The right of the Association to limit the number of guests of Members in or upon any of the Common Open Space or any buildings or facilities located thereon; and
- (g) The right of the Association to dedicate or transfer all or any part of the Common Properties to municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds ($\frac{2}{3}$) of the total voting power of the Association; and
- (h) The City as a third party beneficiary to these Covenants and Restrictions and by giving its approval to these documents, shall in no way be deemed to have waived any of its zoning, building, or other requirements of ordinances or general law which requirements shall still be binding upon the subdivision if they are more restrictive than the requirements set out within these Covenants and Restrictions.

Section 4 - Extension of Privileges

A Member's right of enjoyment in the Common Properties and the facilities located thereon shall extend automatically to all members of his immediate family residing on any portion of The Properties. No guests shall be entitled to such right of enjoyment except as provided in rules and regulations by the Association.

Subject to the rights set forth in Section 3 of this Article IV, the Developer, each Owner and the Association shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Properties for the purposes of the drainage of surface waters on The Properties, said rights-of-way and easements being hereby established for said purposes. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system existing on the Common Properties, except for retention basin outflow structures which will be maintained by the City.

The Developer and (after transfer of title to the Common Properties) the Association shall have the right to grant and assign easements for the maintenance, repair, operation and control of such drainage system in, over and upon the Common Properties to a properly constituted public authority or public utility. No owner shall in any way hinder or obstruct the operation and flow of the drainage system. No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of North Royalton and which the City of North Royalton has formally undertaken to maintain.

ARTICLE V

COVENANT FOR MAINTENANCE AGREEMENT

Section 1 - Creation of the Lien and Personal Obligation of Assessment

Each Owner of an Improved Lot or Living Unit, with the exception of the Developer, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2 - Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, materials, equipment, mangement, and supervision thereof.

Section 3 - Basis and Maximum of Annual Assessments

The date of commencement of the annual assessment period shall be based upon the date which the Common Properties, or any portion thereof, is conveyed by the Developer to the Association or December 31, 1989, whichever is the earlier date. Commencing on such date, the annual assessment shall be \$80.00 per Improved Lot or Living Unit. The assessment shall remain constant during the first three (3) years and thereafter may be increased by vote of the Members, as hereinafter provided, for such succeeding yearly period. No assessments or fees shall be levied against Lots or Improved Lots on land held by the Developer.

The Board of Trustees of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4 - Special Assessments for Capital Improvements

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the

vote of each class of Members who are voting at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

The City shall have the right but not the obligation to impose any special assessments for improvements made by the City, which would otherwise be a lien, on an equitable basis to be determined by the City.

The assessments set out above are enforceable under Article V, Section 9, of the Covenants and Restrictions.

Section 5 - Change in Basis and Maximum of Annual Assessments

Subject to the limitations of Section 3 of this Article, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by said Section 3 prospectively for any such period, provided that any such change shall have the assent of two-thirds ($\frac{2}{3}$) of the votes for each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6 - Quorum for any Action Authorized Under Sections 4 and 5

The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and 5 hereof, the presence of Members entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7 - Date of Commencement of Assessments

Subject to the provisions of Section 3 of this Article V, the annual assessments provided herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The Assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve (12).

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessments.

Section 8 - Duties of the Board of Trustees

The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each Assessment period at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the properties and assessments, applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 9 - Effect of Non-Payment of Assessment; Personal Obligation of the Owner; The Lien, Remedies of the Association

If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

If an annual or special assessment, or installment of a special assessment, is not paid within thirty days (30) after the due date, such delinquent assessment or installment shall bear interest from the due date at the rate of eight percent (8%) per annum, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The personal obligation of the then Owner to pay such assessments shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

Section 10 - Subordination of the Lien to Primary Mortgages

The Lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not

relieve such property from liability for any assessments thereafter becoming due, nor from any lien of any such subsequent assessment.

Section 11 - Exempt Property

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to Public use; (b) all Common Properties; (c) all properties exempted from taxation by the laws of the State of Ohio upon the terms and to the extent of such legal exemption.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, except that owned by the Developer as provided in Article V Section 3.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be erected, placed, or altered within the properties, until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved by the Developer in writing to assure harmony of external design and location in relation to surrounding structures and topography. Landscaping plans, signage types, project and street names, lighting, mail drop locations and structures, etc., shall also be submitted to and approved in writing by the Developer. Landscape plans shall include entrance ways and areas adjacent to existing or proposed development. Written approval by the Developer must be obtained prior to submittal of plans to the City. Responsibility for Architectural Control as described above will transfer from the Developer to the Association upon completion of construction of all Living Units within the Properties, whereupon the Board of Directors is to establish an Architectural Review Committee comprising three (3) Members, of which one shall be a practicing architect with a degree in architecture from an accredited university. If a Member does not have such credentials, then a person possessing said credentials shall be retained by the Committee for advisement. The Board of Directors shall then establish rules and regulations by which the Architectural Review Committee shall conduct its meetings.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1

No external or outside antenna of any kind shall be maintained except that an antenna for normal television reception may be used not in excess of 35 feet in height above ground level, provided however that in the event a cable transmission system is available to Owners, said Owners must within 90 days after availability of such a cable system discontinue use of the external television antenna and remove the same from the exterior of any Living Unit or Lot.

Section 2

No signage of any kind shall be permitted on any lot, living unit or common land except for signs placed by the Developer or Building promoting the development and/or providing information to owners and prospective purchasers with the following exceptions:

1. *Signage promoting the sale of a lot or living unit shall be permitted to be placed on the lot or living unit until the lot or living unit is sold. Once sold, the signage must be removed. No signs promoting the sale of a lot or living unit is permitted to be placed on any common land except as noted in Paragraph 3 below.*
2. *Signage promoting political issues will be permitted to be placed upon a lot or living unit thirty (30) days prior to an official election and must be removed within five (5) days after the official election. No signs promoting political candidates or issues are permitted to be placed upon any common land.*
3. *Garage sale and open house is permitted to be placed only upon the property of the Member(s) and at the Association entrance ways located at a.) State Road and Royal Valley Dr.; b.) State Road and Ridge Line Dr.; and c.) Royal Valley Dr. and Wallings Road, one (1) day prior to the sale or open house and must be removed no later than one (1) day following the sale or open house by the homeowner.*
4. *Home improvement, landscaping, etc., signage will be permitted only on the Member's or Members' property during the course of construction or landscaping. Once work is completed, all signage must be removed by the homeowner.*
5. *Signage promoting the use of security systems are permitted providing they are small in nature and are placed in close proximity of the home (generally in the landscaping nearest the home structure.)*
6. *Absolutely no signage of any kind is permitted to be placed upon common land or entrance ways to Royal Valley except for signage placed by authority of the Board of Trustees.*

Provided, however, that should governmental ordinances, rules, regulations or the like be passed limiting or restricting any of the above signage limitations, such laws shall take precedence over this Section and shall apply.

Section 3

No Lot and Living Unit shall be used for other than residential purposes except where provided for on the Preliminary Development Plan prepared by the Developer as referred in Article III Section 2.

Italicized amendment approved at the Annual Meeting of 8 March 1994, certified on 15 September 1994, and recorded with the Cuyahoga County Recorder on 11 October 1994 in Volume 94-09598, pages 1-4.

Section 4

No clothing or any other household fabric shall be hung outside of any Living Unit.

Section 5

No machinery shall be placed or operated upon any Lot except such machinery as is used in maintenance of a private residence.

Section 6

Fences or walls of any kind may not be erected or permitted to remain on the Property unless approved by the Architectural Control Committee or unless originally constructed by the Developer or with his written approval.

Section 7

No dumping is permitted on any part of the Properties unless necessary for construction or improvements and authorized by the Developer or the Board of Trustees of the Association.

Section 8

Businesses of any kind may not be conducted on any part of the Property except as permitted in this document. An Occupant may use a portion of his residence for an office or studio, provided it does not become a nuisance to neighbors, become principally an office, school or studio as distinct from a Residence. The Board may adopt rules which further limit such use.

Section 9

No automobile, truck, boat, recreational vehicle, airplane or vehicle of any kind, licensed or unlicensed, may be stored on any street or driveway in or upon the Properties except in the confine of garages or parking areas approved by the Board. Only machinery customarily required for the maintenance of Residences and conventional home and hobby machinery may be placed or operated on a Lot. This permitted machinery must be stored out of sight of adjoining residences unless such machinery is necessary for use in construction, reconstruction or repair of any building or structure.

Section 10

Unless written approval of the Board is given, there will be no discharge of guns, ammunition or explosives. No fishing, hunting, trapping or poisoning of wildlife is permitted, except for rodent control, or except upon prior written approval of the Board.

Section 11

No motorized vehicles (mini-bikes, motorcycles, mopeds, snowmobiles, etc.), licensed or unlicensed, shall be permitted on any common land, lakes, or entrance ways.

Section 12

Boating, swimming, fishing, wading, skating, ice fishing or any use requiring entry into or onto the water retention basins is prohibited unless expressly approved by the Board. Dumping of refuse or any form of pollution into or onto the retention basins, surrounding areas and all common areas is also strictly prohibited.

Section 13

Construction trailers utilized by builders and/or subdevelopers shall be placed as far off public and private rights-of-way and concealed from view as much as possible. Disturbed areas adjacent to public or private rights-of-way or the Common Properties shall be graded and seeded as soon as possible by the builder/subdevelopers. Every reasonable effort shall be made by the builder/subdevelopers to keep the sites clear of debris.

Section 14

One-story ranch style dwellings shall contain no less than 1,600 square feet of living area. Two-story dwellings shall contain no less than 1,900 square feet of living area. Living area is exclusive of any basements, garages, attics, decks, porches or breezeways.

Section 15

No satellite dishes used for the transmission or reception of television or radio signals shall be permitted on any subplot.

Section 16

No above-ground swimming pools are permitted on any subplot.

ARTICLE VIII

GENERAL PROVISIONS

Section 1 - Duration

The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date of recording of this Declaration as recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds ($\frac{2}{3}$) of the Lots and Living Units has been recorded, agreeing to terminate said Covenants and Restrictions.

For purposes of meeting the two-thirds ($\frac{2}{3}$) requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2 - Notices

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, to the last known address of the person who appears as Member or Owner of the records of the Association at the time of such mailing.

Section 3 - Enforcement

Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

If any Unit Owner (either by his conduct or by the conduct of any occupant of his Home) shall violate any provisions in this Declaration or any rule adopted, said Owner shall pay to the Association, in addition to any other sums due, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and court costs.

Section 4 - Binding Effect

Each Grantee accepting a deed, lease or other instrument conveying any interest in a Lot or Living Unit, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

Section 5 - Assignability

The Developer, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 6 - Modification

The Covenants and Restrictions of this Declaration may be modified, effective on the sixtieth (60) day following a meeting of the Members held for such purposes, by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association, and if there be more than one class of Membership, then by the affirmative voting of Members entitled to exercise two-thirds (2/3) of the voting power of each class, provided that written notice shall be given to every Member at least thirty (30) days in advance of the date of the meeting stating that such modification will be considered at such meeting. Promptly following the meeting at which such modification is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such modification.

Section 7 - Special Amendment

Developer and/or the Association shall have the right and power to record a special amendment ("Special Amendment") to this Declaration at any time, and from time to time, which amends this Declaration to correct clerical or typographical errors in this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer and/or to the Board to vote in favor of, make or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting the Properties and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer and/or to the Board to vote in favor or make and record Special Amendments.

Section 8 - Severability

Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

LEGAL DESCRIPTION FOR SUNRISE LAND COMPANY

Outline Legal Royal Valley Development

Situated in the City of North Royalton, County of Cuyahoga, and State of Ohio and known as being part of Original Royalton Township Section Nos. 19 and 20 and bounded and described as follows:

Beginning in the center line of State Road (66' feet wide) at a point distant South 0° 06' 40" East, measured along the said centerline 100.00 feet from the northwest corner of land conveyed to John B. Annis by deed dated April 6, 1914 and recorded in Volume 1578, Page 116 of Cuyahoga County records;

Thence South 89° 46' 29" East, 33.00 feet to a point and the principal place of the beginning;

Thence South 89° 46' 29" East, 184.80 feet to a point;

Thence North 0° 06' 40" West, 100.00 feet to a point on the northerly line of land so conveyed to John B. Annis, which line is also the southerly line of land conveyed to Charles D. Bell by deed dated September 5, 1892 and recorded in Volume 532, Page 232 of Cuyahoga County Records;

Thence South 89° 46' 29" East, along the said northerly line of land so conveyed to John B. Annis and being also the said southerly line of land so conveyed to Charles D. Bell, 1182.20 feet to an angle point therein;

Thence South 88° 55' 23" East, along the northerly line of land so conveyed to John B. Annis being also the southerly line of land so conveyed to Charles D. Bell, 415.32 feet to a point;

Thence South 01° 04' 37" West, 325.00 feet to a point;

Thence South 88° 55' 23" East, 496.47 feet to a point;

Thence North 01° 04' 37" East, 325.00 feet to a point;

Thence South 88° 55' 23" East, 383.47 feet to a point;

Thence North 03° 07' 04" West, 159.33 feet to a point;

Thence South 89° 35' 13" East, 1479.54 feet to a point;

Thence South 01° 13' 17" East, 2431.27 feet to a point;

Thence South 62° 32' 57" West, 94.76 feet to a point;

Thence South 01° 13' 17" East, 202.56 feet to a point in the north right-of-way of Wallings Road (60 feet wide);

Thence South $62^{\circ} 32' 57''$ West, along the north right-of-way of Wallings Road (60 feet wide) 177.19 feet to a point of curve;

Thence easterly and northerly along the arc of a curve concave to the northwest, which radius is 25.00 feet, whose chord is 26.41 feet and bears North $30^{\circ} 39' 50''$ East, 27.83 feet to a point of tangency;

Thence North $01^{\circ} 13' 17''$ West, 158.52 feet to a point;

Thence South $88^{\circ} 46' 43''$ West, 269.19 feet to a point;

Thence South $01^{\circ} 11' 47''$ East, 6.30 feet to a point;

Thence North $89^{\circ} 22' 06''$ West, 20.86 feet to a point;

Thence South $0^{\circ} 06' 00''$ East, 148.23 feet to a point;

Thence South $89^{\circ} 54' 00''$ West, 100.00 feet to a point;

Thence South $0^{\circ} 06' 00''$ East, 3.92 feet to a point;

Thence South $63^{\circ} 38' 50''$ West, 304.46 feet to a point;

Thence South $01^{\circ} 11' 55''$ East, 178.51 feet to a point of curve;

Thence south and southeasterly, along the arc of a curve concave to the northeast, which radius is 20.00 feet, whose chord is 33.76 feet and bears South $58^{\circ} 46' 33''$ East, 40.20 feet to a point of tangency on the northwest right-of way of Wallings Road (60 feet wide);

Thence South $63^{\circ} 38' 50''$ West, along the northerly right-of-way of Wallings Road (60 feet wide) 198.48 feet to a point;

Thence North $01^{\circ} 11' 55''$ West, 441.81 feet to a point;

Thence South $88^{\circ} 48' 05''$ West, 183.00 feet to a point;

Thence westerly, along the arc of a curve concave to the north, which radius is 50.00 feet, whose chord is 80.00 feet, and bears South $88^{\circ} 48' 05''$ West, 92.73 feet to a point;

Thence South $88^{\circ} 48' 05''$ West, 10.00 feet to a point;

Thence North $01^{\circ} 11' 55''$ West, 144.44 feet to a point;

Thence North $89^{\circ} 22' 06''$ West, 1091.34 feet to a point;

Thence South $0^{\circ} 21' 51''$ East, 606.33 feet to a point;

Thence North $89^{\circ} 18' 22''$ West, 1770.88 feet to the easterly right-of-way of State Road (66 feet wide);

Thence North $0^{\circ} 07' 12''$ West, along the easterly right-of-way of State Road (66 feet wide) 203.49 feet to a point;

Thence southeasterly along the arc of a curve concave to the northeast 46.70 feet, whose radius is 30.00 feet, which chord bears South $44^{\circ} 42' 47''$ East, 42.12 feet to a point of tangency;

Thence South $89^{\circ} 18' 22''$ East, 87.85 feet to a point of curve;

Thence easterly along the arc of a curve concave to the north 99.79 feet, whose radius is 200.00 feet, which chord bears North $76^{\circ} 24' 02''$ east, 98.75 feet to a point of reverse curve;

Thence easterly, along the arc of a curve concave to the south 70.12 feet, whose radius is 260.00 feet, which chord bears North $69^{\circ} 50' 00''$ East, 69.91 feet to a point;

Thence North $0^{\circ} 24' 22''$ West, 179.72 feet to a point;

Thence South $89^{\circ} 18' 22''$ East, 188.76 feet to a point;

Thence North $0^{\circ} 07' 12''$ West, 201.97 feet to a point on the southerly line of Original Royalton Section No.20;

Thence South $89^{\circ} 22' 06''$ East, along the southerly line of the Original Royalton Section No. 20, 3.00 feet to a point;

Thence North $0^{\circ} 06' 40''$ West, 140.01 feet to a point;

Thence South $89^{\circ} 22' 06''$ East, 97.00 feet to a point;

Thence North $0^{\circ} 06' 40''$ West, 396.64 feet to a point;

Thence North $86^{\circ} 29' 40''$ West, 200.34 feet to a point;

Thence North $0^{\circ} 07' 04''$ West, 171.85 feet to a point;

Thence South $89^{\circ} 37' 09''$ East, 200.00 feet to a point;

Thence North $0^{\circ} 06' 40''$ West, 504.30 feet to a point;

Thence North $89^{\circ} 37' 09''$ West, 160.00 feet to a point;

Thence North $0^{\circ} 06' 40''$ West, 100.00 feet to a point;

Thence North $89^{\circ} 37' 09''$ West, 5.00 feet to a point;

Thence North $0^{\circ} 06' 40''$ West, 500.26 feet to a point;

Thence South $89^{\circ} 37' 09''$ East, 64.00 feet to a point;

Thence North $0^{\circ} 06' 40''$ West, 200.00 feet to a point;

Thence North $89^{\circ} 37' 09''$ West, 289.00 feet to a point;

Thence North $0^{\circ} 06' 40''$ West, 200.27 feet to a point;

Thence westerly, along the arc of a curve concave to the southwest, which radius is 260.00 feet, whose chord is 22.81 feet, and bears North $63^{\circ} 58' 58''$ West, 22.81 feet to a point;

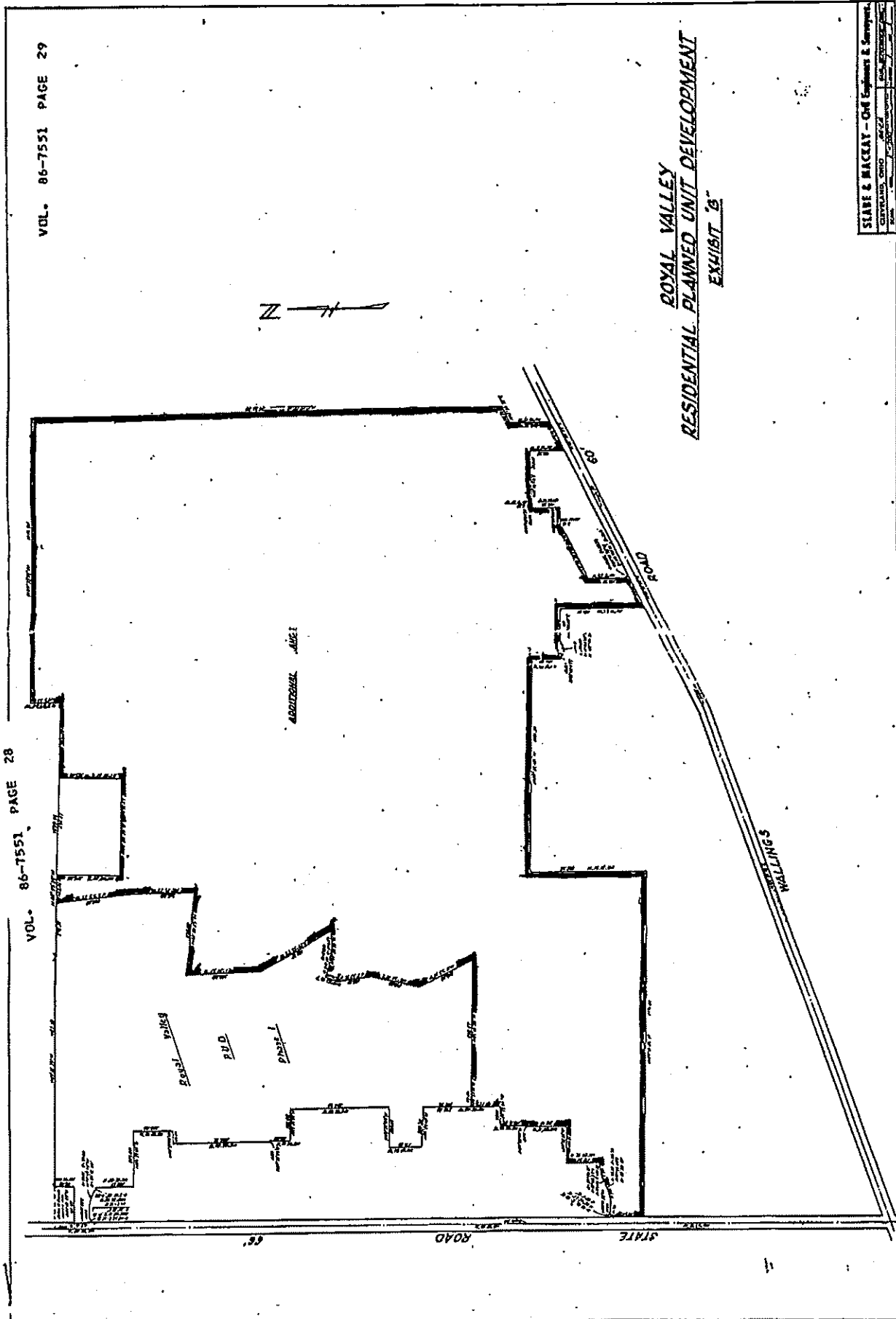
Thence westerly, along the arc of a curve concave to the southwest, which radius is 200.00 feet, whose chord is 97.80 feet, and bears North $75^{\circ} 37' 19''$ West, 98.81 feet to a point;

Thence North $89^{\circ} 46' 29''$ West, 31.65 feet to a point;

Thence westerly, along the arc of a curve concave to the southeast, which radius is 30.00 feet, whose chord is 42.55 feet, and bears South $45^{\circ} 03' 25.5''$ West, 47.30 feet to a point;

Thence North $0^{\circ} 06' 40''$ West, 105.18 feet to the principal place of beginning be the same more or less subject to all legal highways. Bearings are to an assumed meridian and are used to denote angles only.

EXHIBIT "A"



SLAVE & MACKAY - Civil Engineers & Surveyors
COLUMBUS, OHIO



**The
By-Laws**

BY-LAWS

TABLE OF CONTENTS

	<u>Page number</u>
ARTICLE I NAME AND LOCATION.....	1
ARTICLE II PROPERTY OWNERS (MEMBERS).....	1
Section 1 - Membership.....	1
Section 2 - Annual Meetings.....	1
Section 3 - Special Meetings.....	1
Section 4 - Notice of Meetings.....	2
Section 5 - Quorum and Voting Power.....	2
Section 6 - Proxies.....	2
Section 7 - Mail Ballot.....	2
Section 8 - Action in Writing without Meeting.....	3
ARTICLE III BOARD OF TRUSTEES (BOARD OF MANAGERS)	3
Section 1 - Initial Trustees.....	3
Section 2 - Successor Trustees.....	3
Section 3 - Removal.....	3
Section 4 - Nomination.....	4
Section 5 - Election.....	4
Section 6 - Compensation.....	4
Section 7 - Regular Meetings.....	4
Section 8 - Special Meetings.....	4
Section 9 - Quorum.....	4
Section 10 - Voting Power.....	4
Section 11 - Action in Writing without Meeting.....	4
Section 12 - Powers.....	5
Section 13 - Duties.....	5
ARTICLE IV OFFICERS.....	6
Section 1 - Enumeration of Officers.....	6
Section 2 - Selection and Term.....	6
Section 3 - Resignation and Removal.....	6
Section 4 - Duties.....	6
ARTICLE V BOOKS AND RECORDS.....	7
ARTICLE VI APPLICABLE LAWS; PRIORITY OF DOCUMENTS	7
ARTICLE VII ORDER OF BUSINESS.....	8
Section 1 - Generally.....	8
Section 2 - Suspension of Regular Order of Business.....	8
Section 3 - Parliamentary Procedure.....	8
ARTICLE VIII AMENDMENTS.....	8

BY-LAWS

Code of Regulations

of

ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC., which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The principal office of the Association shall be as set forth in its Articles of Incorporation, and the place of meeting of owners (members) and of the Trustees of the Association shall be at such place in Cuyahoga County, Ohio as the Board of Trustees may from time to time designate.

ARTICLE II

PROPERTY OWNERS (MEMBERS)

Section 1 - Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Living Unit or Proposed Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2 - Annual Meetings

Regular annual meetings of the owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3 - Special Meetings

Special Meetings of the owners may be called at any time by the president or by the Board, upon written request of owners entitled to exercise one-fourth (1/4) or more of the voting power of owners.

The originally-accepted By-Laws are on file with the legal counsel representing Royal Valley Homeowners Association, Inc. The By-Laws have since been amended. The amendments are found as *italic print* and the dates of amendment included as footnotes.

The witness and notarization of this document are not included in this reproduction nor is the original appointment of agent; signatures are affixed to the original filing.

Section 4 - Notice of Meetings

Written notice of each meeting of owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each owner entitled to vote thereat; addressed to the owner's address or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5 - Quorum and Voting Power

At any meeting of members *to elect Trustees*, the presence in person or by proxy of members entitled to cast a majority of the total voting power shall constitute a quorum. *For conducting business other than the election of Trustees, a quorum of the voting members must be represented at the meeting, either in person or by mail ballot, equal to or greater than 60% of the total voting power.* A majority of the votes of those members constituting a quorum shall determine all questions or actions to be taken except that no action required by (1) Laws or (2) by the Declaration of Covenants and Restrictions for Royal Valley Homeowners Association, Inc. (the "Declaration") or (3) by the By-Laws of the Association, to be taken by a designated percentage of the voting power, may be authorized or taken by a lesser percentage.

Section 6 - Proxies

At any meeting of owners, an owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by an owner of his, her or its property.

Section 7 - Mail Ballot

In the discretion of the Board of Trustees and by affirmative vote of the Board at a duly-convened Board Meeting, the Trustees may elect to undertake voting on issues subject to the requisite voting power of the membership by: a.) mail ballot only, or, b.) by both mail ballot and attendance (in person or by proxy) of the membership. In the event that the Board affirmatively elects to proceed with either of the above alternatives, it shall undertake such actions necessary and appropriate (in its discretion) such as to assure that ballots are appropriately prepared and distributed so as to place the ballots and instructions for completing same into ordinary U.S. mail no later than thirty (30) days prior to the date stated on the accompanying notice or the date of the scheduled meeting, as applicable. The accompanying notice shall further set forth in sufficient detail the purpose of such vote; shall include instructions for executing the ballot and returning same; and shall include the specific resolution(s) upon which the membership shall vote. Only those members in good standing and thus entitled to cast their vote shall be entitled to receive mail ballots. Those mail ballots not appropriately signed by a member in good standing, acting for himself/herself or on behalf of another homeowner in jointly-owned property located in the Royal Valley subdivision, and/or which are returned contrary to the instructions of the Association shall be subject to

rejection by the Board and/or the committee designated by the Board to count all ballots cast. Further provided, members casting ballots by mail shall not have the right to rescind their vote except in the event such member appears at the scheduled meeting and submits his/her/their rescission in writing prior to the counting of all votes.

The right of the Board to elect to proceed with mail ballot voting shall apply in all respect to all matters subject to vote by the membership, including but not limited to votes on annual or special assessments, election of Trustees, or any other issues brought before the membership.

Section 8 - Action in Writing without Meeting

Any action that could be taken by owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of owners having not less than a majority of the voting power of owners.

ARTICLE III

BOARD OF TRUSTEES (BOARD OF MANAGERS)

Section 1 - Initial Trustees

The initial trustees shall be those three persons named as the initial Trustees in the Articles, who shall serve for one year. Initial Trustees are not required to be members of the Association.

Section 2 - Successor Trustees

There shall be at least three but not more than seven successor Trustees each of whom shall be a member of the Association. They shall be elected at a meeting called for such purpose by the present Trustees no later than one year after incorporation of the Association and shall serve for a period of one year. *As to the terms of Trustees commencing with the Annual Meeting for the calendar year 1994, the Membership shall vote on all nominees with those four (4) attaining the highest vote count at such meeting to be elected for two (2) year terms, the remaining three (3) nominees having the next greatest number of votes being elected for a one (1) year term. Commencing with the Annual Meeting for the calendar year 1995, all elected nominees shall serve two (2) year terms so as to allow for staggered terms of office of the Trustees and continuity in the management of the Association thereafter.*

Section 3 - Removal

Excepting only Trustees named in the Articles, any Trustee may be removed from the Board with or without cause, by a majority vote of the members. In the event of the death, resignation, or removal of a Trustee, that Trustee's successor shall be selected by the remaining members of the Board and shall serve

until the next annual meeting of owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee.

Section 4 - Nomination

Nominations shall be made from the floor at the meetings.

Section 5 - Election

Election to the Board by the owners shall be by ballot.

Section 6 - Compensation

No Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7 - Regular Meetings

Regular meetings of the Board of Directors shall be held periodically on such dates as the Board may designate.

Section 8 - Special Meetings

Special meetings of the Board shall be held when called by the president of the Board, or by any two Trustees, after not less than three days notice to each Trustee.

Section 9 - Quorum

The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10 - Voting Power

Vote of a majority of the Trustees voting on a matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11 - Action in Writing without Meeting

Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in writing or writings, of all the Trustees.

Section 12 - Powers

The Board shall, under law, have the right, power, and authority to:

- (a) take all actions deemed necessary or desirable to comply with the requirements of law;
- (b) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (c) repair, maintain and improve the Common Areas;
- (d) establish, enforce, levy and collect assessments, subject to the provisions of the Declaration;
- (e) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- (f) suspend the voting rights of an owner during any period in which such owner shall be in default in the payment of any assessment levied by the Association;
- (g) declare the office of a member of the Board to be vacant in the event a Trustee shall be absent from three consecutive regular meetings of the Board;
- (h) authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property.

Section 13 - Duties

It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the owners at each annual meeting of owners, or at any special meeting when such statement is requested in writing by owners representing one-half (½) or more of the voting power of owners;
- (b) supervise all officers, agents, and employees of the Association and see that their duties are properly performed;
- (c) fix the amount of assessments against each property, subject to the provisions of the Declaration;
- (d) give written notice of each assessment to every owner;
- (e) foreclose the lien against any property for which assessments are not paid;
- (f) file an action at law against the owner(s) personally obligated to pay the same;

- (g) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (h) procure and maintain insurance as the Board deems advisable;
- (i) cause the restrictions created by the Declaration to be enforced.

ARTICLE IV

OFFICERS

Section 1 - Enumeration of Officers

The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine.

Section 2 - Selection and Term

The officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors. Any officer may also be a member of the Board.

Section 3 - Resignation and Removal

Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to be effective.

Section 4 - Duties

The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President

The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Vice President

The vice president shall perform all duties of the president in case of the latter's absence or disability.

(c) **Secretary**

The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the owners, serve notice of meetings of the Board and of the owners, keep appropriate current records showing the names of owners of the Association together with their addresses.

(d) **Treasurer**

The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursements of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the owners at annual meetings, and the delivery or mailing of a copy of each to each of the owners.

ARTICLE V

BOOKS AND RECORDS

The books, records and financial statements of the Association shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by owners and the holders and insurers of first mortgages.

ARTICLE VI

APPLICABLE LAWS; PRIORITY OF DOCUMENTS

(a) Chapter 1702 of the Ohio Revised Code,

(b) The Declaration,

(c) The Articles,

(d) These By-Laws, and

(e) The Rules, shall be interpreted as a harmonious whole, and this Association shall be subject to and governed by all of such laws, documents and rules. In the event of any direct inconsistency in any provisions in any of the foregoing, the provisions in the law or document first above listed shall be given priority; provided, however, that all inconsistencies between or among the permissive provisions of Chapter 1702 of the Ohio Revised Code and any provisions of any documents, or Rules, listed later, shall be resolved in favor of the documents or Rules listed later.

ARTICLE VII

ORDER OF BUSINESS

Section 1 - Generally

The regular order of business of this Association will be:

- (a) Roll Call
- (b) Minutes
- (c) Correspondence
- (d) President's Report
- (e) Treasurer's Report
- (f) Committee Reports
- (g) Old Business
- (h) New Business
- (i) Good and Welfare

Section 2 - Suspension of Regular Order of Business

The regular order of business may be suspended by a majority vote of the voting power present at a meeting and constituting a quorum.

Section 3 - Parliamentary Procedure

Robert's Rules of Order shall govern all rules of parliamentary procedure unless otherwise provided by these Regulations.

ARTICLE VIII

AMENDMENTS

These By-Laws may be amended by a majority vote of any membership meeting.

**ARTICLES OF INCORPORATION
OF
ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.**

The undersigned citizen of the United States, desiring to form a corporation, not for profit, under Sections 1702.01 et seq., Revised Code of Ohio, does hereby certify:

FIRST. The name of said corporation shall be Royal Valley Homeowners Association, Inc.

SECOND. The place in Ohio where the principal office of the corporation is to be located is Brooklyn, Cuyahoga County.

THIRD. The purpose or purposes for which said corporation is formed are:

To construct and maintain open spaces, recreational areas and facilities relating to sports and recreation in the City of North Royalton, Ohio as said corporation shall own, lease or operate under exclusive License Agreement or otherwise.

To such extent as a corporation not for profit may now or hereafter lawfully do, to do each and every thing necessary, suitable, conducive, convenient or proper for, or in connection with, or incidental to, the accomplishment of the foregoing purpose or designed directly or indirectly to promote the interest of the Association or to enhance the value of its properties; and in general to do any and all things and execute any and all powers, rights and privileges which a corporation not for profit may now or hereafter be organized under the Ohio Corporation law, or under any act amendatory thereof, to do or to exercise.

FOURTH. The following persons, not less than three, shall serve said corporation as trustees until the first annual meeting or other meeting called to elect trustees:

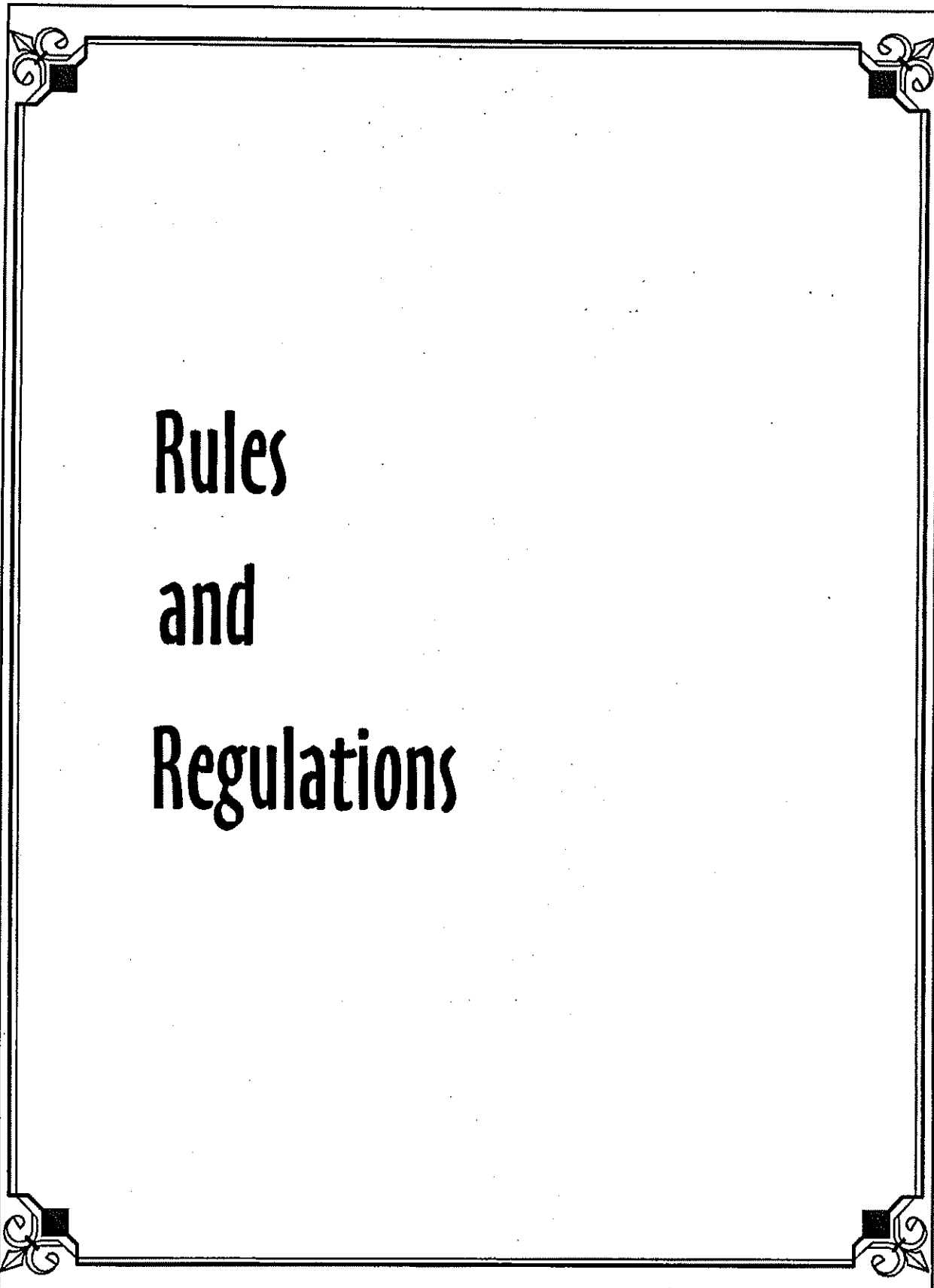
Robert F. Monchein, 10800 Brookpark Road, Cleveland, Ohio 44130

Anthony J. Janicek, 10800 Brookpark Road, Cleveland, Ohio 44130

Robert L. Dyer, 10800 Brookpark Road, Cleveland, Ohio 44130

IN WITNESS WHEREOF, I have hereunto subscribed my name this 22 day of October, 1986.

Robert L. Dyer, Incorporator



**Rules
and
Regulations**

RULES AND REGULATIONS

TABLE OF CONTENTS

	<u>Page number</u>
Guidelines for the Use of the Common Properties.....	1
Guidelines for Architectural Requests.....	2
Submission of Request for Architectural Review.....	2
General Information Required of Every Request.....	2
Sheds.....	3
Decks.....	3
Fences.....	3
Gazebos.....	4
In-Ground Pools.....	4
Addition to Existing House.....	4
Variance.....	4

RULES AND REGULATIONS

Guidelines for the Use of the Common Properties

The common properties are for the non-exclusive and equal enjoyment of all RVHA homeowners, their families and their permitted invitees and guests per Article IV, Section 1, of the Declaration of Covenants and Restrictions. The purpose of the following guidelines is to uniformly maintain this right for each homeowner. These guidelines are **in addition** to the general restrictions found in Article VII of the Declaration. The guidelines are:

- Every homeowner, their family and their permitted invitees and guests shall have equal access to all common area properties.
- All common properties are to be maintained in their natural state, excepting entrance ways and areas to be mown as specifically identified by the Board.
- No homeowner, their family, or their permitted invitees or guests may take action to alter or maintain RVHA common property. By way of example only, no one is permitted to undertake altering, dumping, mowing, raking, seeding, gardening, tilling, building on or placing personal property on said land.
- Any homeowner, family member, or permitted invitee or guest who enters upon the common properties does so at their own risk. RVHA is not an insurer. Each homeowner is obligated to assure that he/she, family members and permitted invitees and guests act in a safe, careful and prudent manner when on common area property.
- It shall remain in the sole discretion of the Board of Trustees as to what action it shall take in maintaining and/or modifying common property.
- If the Board of Trustees is advised of any potential issues or concerns, the Board will address the request in the manner it deems appropriate.

Like any other issue, any request related to the common properties must be presented to the Board in written form before it will be considered at the next regularly-scheduled meeting of the Trustees. The Board reserves the right to amend or modify any of the above guidelines in its discretion and pursuant to the authority extended to it under the RVHA Declaration of Covenants and Restrictions and the By-Laws.

Guidelines for Architectural Requests

The Developer, Forest City Land Group, formerly known as Sunrise Land Company, holds architectural control in Royal Valley. All structures as noted in the following must be approved by them per Article VI of the Declaration of Covenants and Restrictions. Only then may the homeowner submit the plans to the City of North Royalton for a building permit. Forest City Land Group will maintain architectural control until that time when construction of all Living Units is completed. The Board of Trustees must then establish an Architectural Review Board according to Article VI.

Submission of Request for Architectural Review

A written request must be submitted to the Board of Trustees in care of the Association:

Royal Valley Homeowners Association
P. O. Box 33590
North Royalton, OH 44133-3590

In turn, the Board will forward this request to Forest City Land Group. Upon approval or rejection, the Board will then notify the homeowner of the decision. Copies of all correspondence will be maintained by the Board. *This is necessary as the Board must enforce any and all decisions rendered by Forest City until that time when architectural review, in addition to the enforcement of any decisions, becomes the duty of the Association.*

PLEASE ALLOW 2-3 WEEKS FOR A RESPONSE. IT WILL TAKE THIS LONG!

General Information Required of Every Request

1. Type of requested addition or change
2. Size
3. Physical appearance, including exterior color(s)
4. Materials of construction
5. Location with respect to house and property lines.

Sheds

1. A building permit is required by the city.
2. The city requires that all sheds be built upon concrete slabs.
3. The style of the shed must be a low-wall barn or a utility building.
4. The maximum allowable size shed is 12-foot by 14-foot (168 square feet). Other typical sizes of sheds are:
 - a. 8-foot by 10-foot
 - b. 10-foot by 10-foot
 - c. 10-foot by 12-foot
 - d. 10-foot by 14-foot.
5. Siding on sheds **must** be wood, vinyl or brick to match the home.
6. Colors of the siding and of the roof **must** conform with the home or be of natural or stained wood treated with a clear preservative.

Decks

1. A building permit is required by the city.
2. All decks must be constructed of treated lumber and the posts cemented in the ground.
3. The deck is to be either of natural wood or stained to complement the home. The wood should be treated with a clear preservative.

Fences

1. A building permit is required by the city.
2. Fences must be no greater than 4-foot in height and can be one of the following styles:
 - a. white picket fence
 - b. board on board, treated lumber
 - c. open board, treated lumber
3. All fence posts must be cemented in the ground and be of treated lumber or vinyl.

Gazebos

1. A building permit is required by the city.
2. All gazebos must be constructed of treated lumber and the posts cemented in the ground.
3. The gazebo is to be either of natural wood or stained to complement the home. The wood should be treated with a clear preservative. The roof **must** conform with the home or also be of natural or stained wood treated with a clear preservative.

In-Ground Pools

1. A building permit is required by the city.
2. All city ordinances regulating in-ground pools are in force.

Addition to Existing House

1. A building permit is required by the city.
2. All city ordinances regulating additions are in force.
3. All materials are to correspond to the main house structure.

Variance

A variance may be requested for any addition or change a homeowner wishes to pursue, for example, a 6-foot fence. To expedite your request, written approval from adjacent neighbors should be included as part of the submission. **Please be aware that even though adjacent neighbors may support a variance, it is the decision of Forest City on whether the request for variance is granted.**

For the purpose of performing maintenance on large vehicles (boats, motor homes, etc., but not to include commercial vehicles), approval to store said vehicle on one's property for a period of time not to exceed fourteen (14) days must be requested in writing from the Board of Trustees.

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 5
DEED 3/27/2012 3:54:33 PM
201203270382

AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS AND RESTRICTIONS ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC. RECORDED AT VOLUME 87-4365, PAGE 32 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions Royal Valley Homeowners Association, Inc. (the "Declaration") was recorded at Cuyahoga County Records Volume 87-4365, Page 32 et seq., and

WHEREAS, the Royal Valley Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Royal Valley and as such is the representative of all Owners, and

WHEREAS, Article VIII, Section 6 of said Declaration authorizes amendments to the Declaration, and

WHEREAS, Owners representing 2/3rds of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 66.88% of the Association's voting power as of January 17, 2012, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 66.88% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration as required by the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants and Restrictions Royal Valley Homeowners Association, Inc. is hereby amended by the following:

INSERT a new SENTENCE to the end of the 2nd PARAGRAPH of DECLARATION ARTICLE IV, SECTION 2 entitled, "Title to Common Properties; Duty to Maintain." Said new addition, to be added on Page 4 of the Declaration, as recorded at Cuyahoga County Records, Volume 87-4365, Page 32 et seq., is as follows:

No oil or gas drilling, development operations or refining operations of any kind shall be permitted upon or in any Common Elements nor shall oil or gas wells, tanks, tunnels, derrick or other structures designed for use in boring for oil or natural gas excavations or shafts be permitted up on or in any Common Element. Furthermore, the Board of Directors, on behalf of the Association shall not assign or lease any oil and/or gas drilling rights on the Common Elements.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment prohibiting the assignment of oil and gas drilling rights on the Common Elements. The invalidity of any part of the above provision, shall not impair or affect in any manner the validity, enforceability, or effect the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Royal Valley Homeowners Association, Inc., by its President, has caused the execution of this instrument this 21 day of MARCH, 2012.

ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

By: 
JAYNE MCCARTHY-LYNCH, its President

STATE OF OHIO)

COUNTY OF Cuyahoga)

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Royal Valley Homeowners Association, Inc., by its President, who acknowledged that she did sign the foregoing instrument, on Page 3 of 5, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Cleveland, Ohio, this 21st day of March, 2012.

Autumn M. Enovitch
NOTARY PUBLIC

Place notary stamp/seal here:



AUTUMN M. ENOVITCH
NOTARY PUBLIC
STATE OF OHIO
Recorded in Cuy. Cty
My Comm. Exp. 5/18/2014

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 8
DEED 12/20/2013 1:15:48 PM
201312200319

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS AND RESTRICTIONS ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC. RECORDED AT VOLUME 87-4365, PAGE 32 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions Royal Valley Homeowners Association, Inc. (the "Declaration") was recorded at Cuyahoga County Records Volume 87-4365, Page 32 et seq. and the Bylaws of Royal Valley Homeowners Association, Inc. (the "Bylaws"), Exhibit B to the Declaration, were recorded at Cuyahoga County Records Instrument No. 201104280376, and

WHEREAS, the Royal Valley Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Royal Valley and as such is the representative of all Owners, and

WHEREAS, Declaration Article VIII, Section 6 authorizes amendments to the Declaration and Bylaws Article VIII authorizes amendments to the Bylaws, and

WHEREAS, Owners representing 2/3rds of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A, B, and C by Owners representing 68.03% of the Association's voting power as of November 8, 2013, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 68.03% of the Association's voting power authorizing the Association's officers to execute Amendments A, B, and C on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants and Restrictions Royal Valley Homeowners Association, Inc. and the Bylaws of Royal Valley Homeowners Association, Inc. are hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE V, SECTION 12 entitled, "Cost of Collection." Said new addition, to be added on Page 9 of the Declaration, as recorded at Cuyahoga County Records, Volume 87-4365, Page 32 et seq., is as follows:

Section 12 - Cost of Collection. An Owner, who fails to pay any assessment(s) within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and for any and all costs and expenses incurred by the Association in connection with the collection of said Owner's account, including reasonable attorneys' fees, recording costs, title reports, and/or court costs.

DELETE the 2nd PARAGRAPH of DECLARATION ARTICLE VIII, SECTION 3 entitled, "Enforcement," in its entirety. Said deletion to be taken from Page 12 of the Declaration, as recorded at Cuyahoga County Records, Volume 87-4365, Page 32 et seq., and as amended at Volume 93-07279, Page 42 et seq.

INSERT a new 2nd PARAGRAPH to DECLARATION ARTICLE VIII, SECTION 3 entitled, "Enforcement." Said new addition, to be added on Page 12 of the Declaration, as recorded at Cuyahoga County Records, Volume 87-4365, Page 32 et seq., is as follows:

The Board may levy reasonable enforcement Assessments if any Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Living Unit) shall violate any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Properties or any part of the property or facilities for which the Association is responsible to maintain. Said Owner shall pay to the Association, in addition to any other sums due, any enforcement Assessments for violation of said provision or rule levied by the Board, any charges for damage, and all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement Assessments, charges for damage, costs, and expenses shall be charged as a special Assessment against said

Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Owner as further explained and set forth in Declaration Article V, Section 9.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new BYLAWS ARTICLE III, SECTION 14 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 2001104280376, is as follows:

Section 14. Indemnification of Board Members and Officers.
The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined, in the manner set forth below, that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best

interest; (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required shall be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer is successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

(c) Board Member and Officers Liability. The Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification shall include, but not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Board member or officer of the Association shall mean that such Board member or officer of the Association is acting only as a

representative of the Association and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as an Owner.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE VII, SECTION 17. Said new addition, to be added on Page 11 of the Declaration, as recorded at Cuyahoga County Records, Volume 87-4365, Page 32 et seq., is as follows:

Section 17 - A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Living Unit or

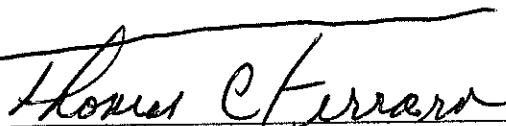
remaining in or on the property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Living Units. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Royal Valley Homeowners Association, Inc. has caused the execution of this instrument this 11th day of DECEMBER, 2013.

ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

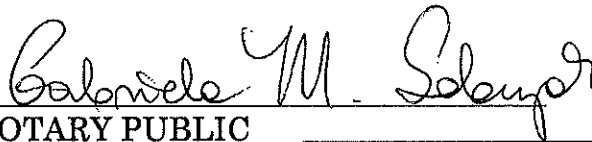
By: 
RICHARD SPOSIT, its Acting President

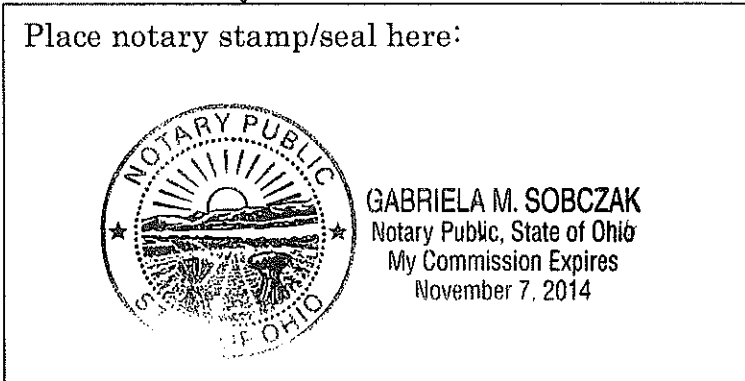
By: 
TOM FERRARA, its Secretary

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Royal Valley Homeowners Association, Inc., by its Acting President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 8, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in NORTH ROYALTON, Ohio, this 11th day of DECEMBER, 2013.


NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650
ohiohoalaw.com

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 8
DEED 12/20/2013 1:15:48 PM
201312200319

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS AND RESTRICTIONS ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC. RECORDED AT VOLUME 87-4365, PAGE 32 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions Royal Valley Homeowners Association, Inc. (the "Declaration") was recorded at Cuyahoga County Records Volume 87-4365, Page 32 et seq. and the Bylaws of Royal Valley Homeowners Association, Inc. (the "Bylaws"), Exhibit B to the Declaration, were recorded at Cuyahoga County Records Instrument No. 201104280376, and

WHEREAS, the Royal Valley Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Royal Valley and as such is the representative of all Owners, and

WHEREAS, Declaration Article VIII, Section 6 authorizes amendments to the Declaration and Bylaws Article VIII authorizes amendments to the Bylaws, and

WHEREAS, Owners representing 2/3rds of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendments A, B, and C by Owners representing 68.03% of the Association's voting power as of November 8, 2013, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 68.03% of the Association's voting power authorizing the Association's officers to execute Amendments A, B, and C on their behalf, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Covenants and Restrictions Royal Valley Homeowners Association, Inc. and the Bylaws of Royal Valley Homeowners Association, Inc. are hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE V, SECTION 12 entitled, "Cost of Collection." Said new addition, to be added on Page 9 of the Declaration, as recorded at Cuyahoga County Records, Volume 87-4365, Page 32 et seq., is as follows:

Section 12 - Cost of Collection. An Owner, who fails to pay any assessment(s) within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and for any and all costs and expenses incurred by the Association in connection with the collection of said Owner's account, including reasonable attorneys' fees, recording costs, title reports, and/or court costs.

DELETE the 2nd PARAGRAPH of DECLARATION ARTICLE VIII, SECTION 3 entitled, "Enforcement," in its entirety. Said deletion to be taken from Page 12 of the Declaration, as recorded at Cuyahoga County Records, Volume 87-4365, Page 32 et seq., and as amended at Volume 93-07279, Page 42 et seq.

INSERT a new 2nd PARAGRAPH to DECLARATION ARTICLE VIII, SECTION 3 entitled, "Enforcement." Said new addition, to be added on Page 12 of the Declaration, as recorded at Cuyahoga County Records, Volume 87-4365, Page 32 et seq., is as follows:

The Board may levy reasonable enforcement Assessments if any Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Living Unit) shall violate any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Properties or any part of the property or facilities for which the Association is responsible to maintain. Said Owner shall pay to the Association, in addition to any other sums due, any enforcement Assessments for violation of said provision or rule levied by the Board, any charges for damage, and all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement Assessments, charges for damage, costs, and expenses shall be charged as a special Assessment against said

Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Owner as further explained and set forth in Declaration Article V, Section 9.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new BYLAWS ARTICLE III, SECTION 14 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 2001104280376, is as follows:

Section 14. Indemnification of Board Members and Officers. The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined, in the manner set forth below, that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best

interest; (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required shall be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer is successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

(c) Board Member and Officers Liability. The Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification shall include, but not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Board member or officer of the Association shall mean that such Board member or officer of the Association is acting only as a

representative of the Association and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as an Owner.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Section shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE VII, SECTION 17. Said new addition, to be added on Page 11 of the Declaration, as recorded at Cuyahoga County Records, Volume 87-4365, Page 32 et seq., is as follows:

Section 17 - A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Living Unit or

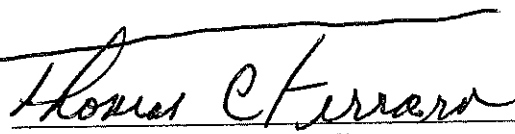
remaining in or on the property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Living Units. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Royal Valley Homeowners Association, Inc. has caused the execution of this instrument this 11th day of DECEMBER, 2013.

ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

By: 
RICHARD SPOSIT, its Acting President

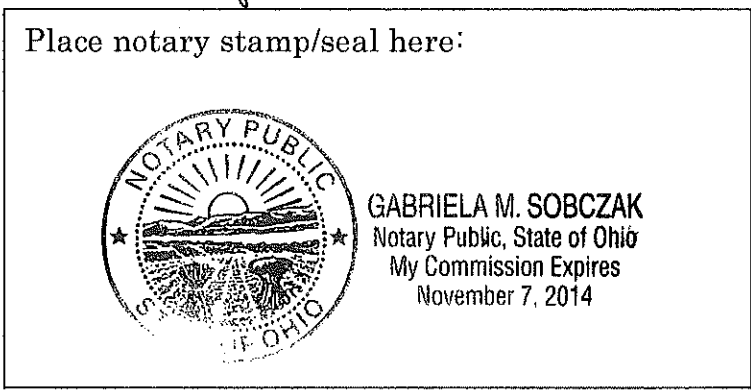
By: 
TOM FERRARA, its Secretary

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Royal Valley Homeowners Association, Inc., by its Acting President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 8, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in NORTH ROYALTON, Ohio, this 11th day of DECEMBER, 2013.

Gabriela M. Sobczak
NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650
ohiohoalaw.com

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 12
DEED 5/11/2018 1:23:08 PM
201805110456

AMENDMENT TO THE
BYLAWS
OF
ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE BYLAWS OF ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 201104280376 AND THE DECLARATION OF COVENANTS AND RESTRICTIONS ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC. RECORDED AT VOLUME 87-4365, PAGE 32 ET SEQ. OF THE CUYAHOGA COUNTY RECORDS.

AMENDMENT TO THE
BYLAWS OF
ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Bylaws of Royal Valley Homeowners Association, Inc. (the "Bylaws") were recorded at Cuyahoga County Records Instrument No. 201104280376, and

WHEREAS, the Royal Valley Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Royal Valley and as such is the representative of all Owners, and

WHEREAS, the Association is operated and administered by its Board of Directors (the "Board") who are elected from the Owners who are members of the Association (Bylaws Article III, Section 2), and

WHEREAS, Bylaws Article VIII authorizes amendments to the Bylaws by a majority vote of any Membership meeting, and

WHEREAS, on May 19, 1997, a meeting was held for the purpose of electing members to the Board of Directors and amending the Bylaws to reduce the requirement for quorum at such meetings, and

WHEREAS, quorum was established at the May 19, 1997, meeting with 66.66% of the voting membership in attendance in person or by proxy as affirmed by then Board Secretary, Daniel Hasman, by the attached Affidavit, and

WHEREAS, from 1997 to 2017 the election of Directors has taken place in accordance with the terms of the approved and adopted amendment to the Bylaws establishing the quorum requirement for election meetings, and

WHEREAS, in or about in 2017 the Association's Board of Directors discovered the amendment to the Bylaws establishing the quorum requirement for election meetings consented to in 1997 was never recorded with the Cuyahoga County Fiscal Office, and

WHEREAS, the Association's current Board desires to record the amendment enacted, approved, consented to by its membership and which it has followed from 1997 to date establishing the quorum requirement for meetings held for the purpose of electing the Board of Directors, and


NOW THEREFORE, the Bylaws of Royal Valley Homeowners Association, Inc. are amended by the following:

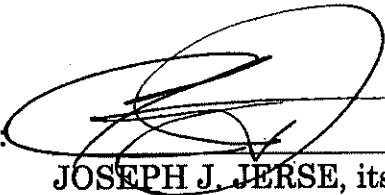
MODIFY the FIRST SENTENCE of BYLAWS ARTICLE II, SECTION 5 entitled, "Quorum and Voting Power." Said new addition, to be added on Page 2 of the Bylaws, Exhibit B of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 2001104280376, is as follows (deleted language is crossed-out; new language is underlined):

At any meeting of members to elect ~~Trustees~~ Directors, the presence in person or by proxy of members entitled to cast a ~~majority at least~~ 1/4th of the total voting power shall constitute a quorum.

The Royal Valley Homeowners Association, Inc. has caused the execution of this instrument this 4th day of MAY, 2018.

ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

By: 
THOMAS REMBOWSKI, its Vice President

By: 
JOSEPH J. JERSE, its Member At Large

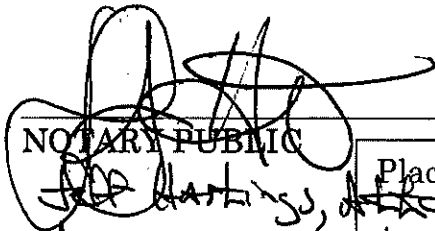
STATE OF OHIO)

COUNTY OF Cuyahoga)

SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Royal Valley Homeowners Association, Inc., by its Vice President and its Member At Large, who acknowledged that they did sign the foregoing instrument, on Page 3 of 4, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

4 PM I have set my hand and official seal in North Royalton, Ohio, this day of May, 2018.


NOTARY PUBLIC
J.P. Watkins, Attorney at Law (S.C.R. 0052140)

Place notary stamp/seal here:

My commission has no expiration date

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiohoalaw.com

STATE OF OHIO)
)
)
COUNTY OF CUYAHOGA)

SS

Now comes Daniel Hasman, Secretary of the Royal Valley Home Homeowners Association, Inc. ("RVHOA") and, being first duly sworn according to law, deposes and states:

- (1) I am a current Member of the Royal Valley Home Owners Association residing at 10031 Brookside Circle, North Royalton, Ohio ("Association").
- (2) In 1997, I served the Association as Secretary of the Board of Directors.
- (3) I am duly authorized to make this Affidavit in that, throughout my tenure as Secretary of the Board of Directors of the Association, I was authorized, and it was my duty, to take part in the operation and administration of the Association including maintaining its books and records, recording and approving of Association minutes.
- (4) That the Association's records including minutes and other documents such as consent ballots and notices to owners ("documents") are kept in the ordinary course of the Association's business.
- (5) That the documents attached to this Affidavit were drafted contemporaneously with the issues each reflects and were kept in as part of and retrieved from the Association's business records.
- (6) I have examined each of the attached documents and have personal knowledge of the contents of each.
- (7) The records are true, correct and accurate and reflect the issues that are addressed in each.
- (8) I have personal knowledge of the following facts to which I testify and which are reflected in the attached documents.
- (9) After notice was duly served on the Members of the RVHOA, the annual meeting of the Members was convened March 20, 1997, for the purpose of electing members to serve on the Board of Directors and for approving language for amendments to the Association's Declaration and Bylaws.

- (10) Quorum for the annual meeting was not established and no business was conducted.
- (11) After notice was duly served on the Members of the RVHOA, the annual meeting was re-convened May 19, 1997, for the purpose of electing Members to serve on the Board of Directors and for approving language for amendment of the Association's Bylaws.
- (12) The language of the proposed amendment was provided to the Members together with the Notice.
- (13) Quorum was established with 2/3rds of the voting power of the Association in attendance in person or by proxy. The business of the Association was conducted.
- (14) An amendment to the Bylaws was presented to the Association's Members for their review and vote of approval or rejection.
- (15) The amendment to reduce the quorum requirement for meetings to elect the Board of Directors was approved by 153 owners on written consent ballots which are part of the Association's records.
- (16) The form and content of the language of the amendment and the determination of the number of Members necessary to establish quorum to conduct business including the election and amendment was reviewed and affirmed by the then attorney for the Association.
- (17) Attached to this Affidavit are true and accurate copies of the Association's records that corroborate and memorialize the facts to which I have attested.
- (18) The Documents include:
 - A. Notice of Meeting with agenda.
 - B. Meeting Minutes.

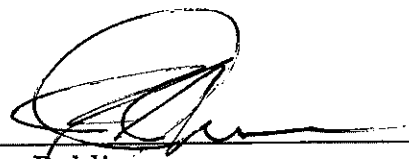
Further Affiant sayeth naught.



DANIEL HASMAN

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named DANIEL HASMAN, who acknowledged that he did sign the foregoing instrument, on Page 2 of 3, and that the same is the free act and deed of him personally and as such officer.

I have set my hand and official seal in NORTH ROYALTON, Ohio, this 15th day of APRIL, 2018.



Notary Public

Place notary stamp/seal here:

**JOSEPH J. JERSE, ATTORNEY
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.**

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiohoalaw.com

ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.
Special Meeting: 19 May 1997

Dear RVHA Homeowner:

The annual meeting of the Royal Valley Homeowners Association was held on 20 Mar 1997. However, the required quorums were not obtained for electing new Trustees, voting on the proposed resolution to increase the annual dues, or for voting for the proposed amendments to the Declaration of Covenants and Restrictions. Because of the lack of quorum, we must schedule another "annual" meeting, to be held on Monday, 19 May 1997 at 7:00 PM in the North Royalton High School Cafeteria. Sign-in begins at 6:30 PM.

Instead of presenting the proposed amendments to the Declaration with regards to architectural control and satellite dishes for the fourth time, now considered to be of more urgency is revision of quorum requirements. Besides support for the proposed dues increase, language is attached that explains the desired changes in quorum requirements for the election of Trustees and amendment of the Declaration. The Board and legal counsel for the Association both feel it is in the best interests of the Association to revise these requirements so that business can be conducted.

The items to be voted upon require certain and different quorums to be present, in person or by proxy. 95 are now needed for the consideration of the dues increase as, per Article V, Section 6, entitled "Covenant for Maintenance Assessment" of the Declaration, this meeting will consider the dues increase under a different quorum requirement. 158 homeowners are needed to be present in person or by proxy for the election of Trustees and for the amendment of the By-Laws. At least 210 homeowners are needed for the consideration of amendment to the Declaration.

This mailing also includes a proxy. This proxy provides for the proxyholder to vote for new Trustees and the proposed amendments and dues increase. A proxy is an authorization given to someone to act as a substitute in voting for you. **If you are unable to attend the meeting, please fill out the attached proxy and assign it to a friend or neighbor or the Board. Please, we cannot transact business without your participation!** Directions for assigning the proxy to someone else are found on the proxy form. It must be assigned to someone else no later than 19 May 1997.

Respectfully submitted,

BOARD OF TRUSTEES
ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

IF YOU DID NOT PICK UP YOUR COPY OF THE NEW HOMEOWNERS GUIDE AT THE MARCH MEETING, YOU CAN DO SO AT THIS SPECIAL MEETING!

AGENDA FOR SPECIAL MEETING OF ROYAL VALLEY HOMEOWNERS ASSOCIATION, INC.

1. Call of meeting to order and call for motion to modify agenda
2. Introduction of Trustees
3. Call on Secretary for determination and announcement of quorum results
4. Explanation of election process
5. Acceptance of nominations for Trustees from floor
6. Self-introduction of nominees
7. Explanation of proposed amendments and dues increase
8. Voting
9. Announcement of results
10. Adjournment

PROPOSED INCREASE TO THE ANNUAL MEMBERSHIP DUES

The Amount of the Dues Increase

An increase of \$70 per year is sought. This increase is needed to operate RVHA, Inc. and to maintain our shared interests in the Common Properties.

Ramifications of Not Approving the Increase

If the dues increase is not approved the following may occur, in order of likelihood:

- The more income required by fixed costs, the less is available for controllable costs. This will mean a decrease in landscaping services and a resultant effect on the appearance of entranceways and maintained Common Properties.
- Inability to address the weaknesses of the governing documents of the Association will eventually result in the added expense of a Licensed and Practicing Architect to perform architectural review. The weaknesses of the documents have already contributed to less volunteerism on the part of the Membership.
- With less volunteerism, there is greater need for clerical support and with it the need to contract a management company to attend to the operation of the Association. Income typically reserved for landscaping services will instead be directed to cover these costs.

Why a Dues Increase?

The Board of Trustees has taken a frugal approach to the operating income of the Association ever since taking control of operations from Forest City Land Group (formerly known as Sunrise Development). However, it literally took five (5) years to accumulate the cash reserve that allowed us to finance the repair of the drainage ditch south of Royal Valley Dr. between Ridge Line Dr. and Corkwood Dr. and the printing of the new homeowner's guide, both just completed.

On average, we have been able to save approximately \$2000 per year over and above addressing the minimum requirements to keep this non-profit corporation operating. The principal items that we must address are real estate taxes and liability insurance. These are fixed expenses, we must pay these bills. Other items, like landscaping of the entrance ways and common areas, and maintenance and repair, can only be addressed with the remaining funds. However, like your household, our costs continue to escalate. For example, the new real estate tax increase that the Association expects to incur will effectively require 50% of the average savings per year noted above.

Yet much needs to be done. Little to no maintenance has been performed throughout the Common Properties as such service is more expensive than what the yearly operating income provides. Addressing the drainage ditch noted above is an excellent example. Its repair required a considerable portion of the cash reserve. Any other items of maintenance must wait until the cash reserve builds again which will be even more difficult considering the increase in real estate taxes.

There are two categories of maintenance to consider: (1) that of the properties of the Association and (2) that of the corporation itself:

- (1) With respect to the properties, the landscaping of the entranceways is in need of refurbishment. The water retention basins have seen no maintenance since their construction. The waterways through the

wooded Common Properties likewise have seen no maintenance.

(continued on back)

- (2) With respect to the corporation, the Association has relied on the volunteerism of its Members to serve as Trustees. Those Trustees in turn have donated many supplies to operate the corporation. The Association, however, cannot rely on that generosity for it may be as short-lived as the seating of the next Board. The corporation needs to be operated as a corporation. There are line items in the proposed operating budget for 1997 that reflect an increase in office expenses as well as the purchase of office equipment to establish that operation.

The other issue with respect to the operation of the corporation is with regards to what the Board of Trustees is expected to perform. As originally established by the governing documents of the Association, the Board is to manage the corporation. But ever since the Association has decided to self-manage, the Board of Trustees also has had to perform all of the chores required to operate the corporation. At the 20 Mar 1997 meeting, even though no nominations could be taken due to lack of quorum, an informal survey identified that no one was coming forward to be elected. It is impossible for three or four Trustees to do all that is expected when it is difficult for six or seven Trustees to perform all duties. A management company is therefore being pursued.

**MINUTES OF THE 19 MAY 1997
RVHA SPECIAL MEETING**

Vice-President Hallman called the meeting to order at 7:15 PM on Monday, 19 May 1997 at the North Royalton high school cafeteria, North Royalton, OH.

1. Determination of Quorum

- 1.1 At this time the count of members in attendance or represented by proxy was 189. Mr. Hasman reported the total and stated that quorums had been obtained for: (1) election of Trustees, (2) consideration of the By-Law amendment seeking to change the quorum requirement for election of Trustees, and (3) consideration of the proposed annual dues increase. He further explained that there were insufficient members in attendance or represented by proxy to consider the proposed amendments to the Declaration of Covenants and Restrictions; at least 210 homeowners needed to be present in person or by proxy to meet the quorum requirement.

Hallman thanked all of the volunteers that solicited proxies so as to be able to meet the quorums for the items to be decided at this meeting.

2. Voting Issues

- 2.1 Treasurer Ireland discussed the three issues to be voted upon, encouraged nominations for the vacant Trustee positions and stated his opinion in favor of the approval of both the By-Law amendment and the dues increase.
- 2.2 Voting on the By-Law amendment and the proposed dues increase commenced at this time.

3. Trustee Reports

- 3.1 As the ballots associated with Section 2.2 were collected and tabulated, Trustee-At-Large Detwiler discussed the responsibilities and involvement of Trustees with the business of the Association, as a prelude to accepting nominations for the open positions.
- 3.2 Trustee-At-Large Buesch discussed the efforts of the Advisory Council, specifically pertaining to the issue of architectural control.

4. Nominations

- 4.1 Four nominations were received from the floor for the four open Trustee positions: Richard Buesch, Stanley Konopka, Kenneth Kus and Dorothy Wehagen. Each candidate briefly spoke about their interest in seeking one of the vacant seats.
- 4.2 Hallman identified that three of the open positions represented two (2)-year terms. The remaining position was for one (1)-year as it represented the filling of an uncompleted term due to resignation. Hallman further identified that the three candidates receiving the highest vote totals would receive the two-year terms. Voting for the election of Trustees commenced at this time.

5. Good and Welfare

- 5.1 As ballots associated with Section 4.2 were collected and tabulated, Hallman spoke about the maintenance of the Common Properties. He identified that much discussion and work had been given to how to clear the properties of debris, specifically dead trees, and on what was needed to maintain proper drainage throughout the development. Hallman noted that discussion has included whether to draft a hold-harmless agreement to allow Members onto the properties for the purpose of clean-up but legal counsel has advised against the value of such an agreement. Requests from the floor concerned the pursuit of bids for clean-up by commercial firms.

6. Voting and Results

- 6.1 With respect to the By-Law amendment seeking to change the quorum requirement for election of Trustees, the vote was:

in favor: 153 opposed: 27.

A simple majority was needed to pass the amendment.

- 6.2 With respect to the consideration of the proposed annual dues increase, the vote was:

in favor: 126 opposed: 56.

Two-thirds of the total, or 122 affirmative votes, was needed to pass the resolution.

- 6.3 With respect to the election of Trustees, the vote was:

Kenneth Kus -- 157
Richard Buesch -- 154
Dorothy Wehagen -- 153
Stanley Konopka -- 152.

The first three individuals received two-year terms, Mr. Konopka received a one-year term.

7. Adjournment

- 7.1 There was no motion or approval of same for adjournment. The meeting ended at 8:47 PM.

Respectfully submitted,


Dan Hasman