

**NORTH BOSTON HOMEOWNERS ASSOCIATION, INC.  
(CAMBRIDGE PARK)  
AMENDED AND RESTATED BY-LAWS/CODE OF REGULATIONS**

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**NORTH BOSTON HOMEOWNERS ASSOCIATION, INC.  
AMENDED AND RESTATED BY-LAWS**

**ARTICLE ONE  
PURPOSES AND DEFINITIONS**

1.1 Purpose. The purpose of the By-Laws shall be to provide for the administration, government and operation of North Boston Homeowners Association, Inc. (“Association”), the Planned Unit Development created by the Declarant, Sunrise Development Co., for the government of the Association pursuant to the Declaration of Covenants and Restrictions.

1.2 Definitions. All of the words and terms used in these By-Laws containing initial capital letters shall have the same definition and meaning as set forth in the Declaration.

**ARTICLE TWO  
ASSOCIATION**

2.1 Name and Nature of Association. The Association is an Ohio corporation not for profit and is named North Boston Homeowners Association, Inc.

2.2 Admission to Membership. Each Owner of a Sublot in the Association shall by virtue of such ownership become and be a Member of the Association, and such person shall continue to be a Member of the Association so long as such person retains such person's ownership in a Sublot in the Association.

2.3 Membership. The Membership of the Association shall consist of all the Owners within the Association.

2.4 Proxies. Members may vote or act in person or by proxy. A person appointed as a proxy must be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on the designating Member's behalf shall be delivered in writing to the Board of Directors of the Association and shall be revocable at any time by actual notice to the Board of Directors by the Member or Members making such designation. Each proxy must be filed with the Secretary prior to the commencement of a meeting, or at the time the proxies are called for. Members may vote by electronic ballot, as determined by the Board. If a Member chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member’s intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under these By-Laws. For the purposes of electronic voting, the identity of the Member must be authenticated before a vote is accepted by the Association, and the Member must receive an electronic receipt for the vote which includes the date/time of the vote and the specific vote cast. For elections, electronic votes must be received before the commencement of the annual or special meeting in order to be counted.

2.5 Effect of Revocation. Notice to the Board of Directors or Secretary in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

### **ARTICLE THREE** **MEETING OF MEMBERS**

3.1 Annual Meeting. Each annual meeting of the Members of the Association for the election of members of the Board of Directors, the consideration of reports, and the transaction of such other business as may be properly brought before the meeting, shall be held within ten (10) miles or less of the Association, in the State of Ohio, as designated by the Board of Directors and specified in the notice of such meeting, at 5:00 P.M. or at such other time as may be designated by the Board of Directors and specified in the notice of meeting. All such annual meetings shall be held in the first quarter of each year, unless adjourned thereafter. All meetings of the Association may be held electronically, provided that all members can participate in real time. Any electronic votes of the membership must be effectuated as provided herein.

3.2 Special Meetings. Special meetings of the Members of the Association may be on any business day when called by the President or by the Board of Directors or by Members entitled to cast at least twenty percent (20%) of the votes of the Association. Upon written request delivered either in person or by certified mail or registered mail to the President or the Secretary of the Association by any person or persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the Members entitled thereto written notice by personal delivery, mail, or electronic mail, of a meeting to be held on a date not less than seven (7) nor more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the Members calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 5:00 PM and shall be held as specified in the notice of such meeting within shall be held within ten (10) miles or less of the Association, in the State of Ohio, or electronically, as determined by the Board.

3.3 Notices of Meeting. Not less than five (5) nor more than sixty (60) days before the date fixed for any meeting of the Members of the Association, written notice stating the date, time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by the By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is an Owner of record of a Lot as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the respective Members at their respective addresses as the same appear on the records of the Association. Notice of Meetings may also be sent to each Owner via electronic mail if the Association has an email address of record for that Owner. If a Member chooses to opt out of electronic notices, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic notices. Once the Secretary receives an opt-

out notice, the member will no longer receive electronic notices until they opt back into electronic notices.

3.4 Waiver. Notice of the time, place, and purposes of any meeting of Members may be waived in writing, either before or after the holding of such meeting, by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Member of notice of such meeting and/or any defect in such notice.

3.5 Quorum. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Association, the Members of the Association present in person, electronically, or by proxy shall constitute a quorum for such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these By-Laws.

3.6 Adjournment. The Members entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

3.7 Conduct of Meetings. The President, property manager, the Association's legal representative, or any such other person designated by the Board shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

3.8 Order of Business. The order of business all meetings of Members shall be as follows:

- (a) Calling of meeting to order,
- (b) Proof of notice of meeting or waiver of notice,
- (c) Reading of minutes of preceding meeting;
- (d) Reports of Officers;
- (e) Reports of Committees;
- (f) Appointment of Inspectors of Election;
- (g) Election of Directors;
- (h) Unfinished and/or old business;
- (i) New Business;
- (j) Adjournment.

The order of business of meetings of members of the Association may be changed by the exercise of a majority of the voting power present at that meeting whether or not such majority of the voting power present at that meeting constitutes a majority of the whole of the membership.

3.9 Actions Without a Meeting. All actions, except removal of a member of the Board of Directors, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing or writings signed by, Members who have the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

3.10 Voting Rights for Residences; Fractional Voting. The aggregate number of votes for all Owners equal the number of Sublots in the Association. If any Residence is owned by more than one (1) Person, firm, or entity, the voting rights for such Residence shall not be divided but shall be exercised only as a whole, and such voting power may not be divided or fractionalized for voting purposes, but shall be cast only as a whole. Members may vote by written ballot or by electronic ballot, as determined by the Board. If a Member chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under these Articles of Incorporation. For the purposes of electronic voting, the identity of the Member must be authenticated before a vote is accepted by the Association, and the Member must receive an electronic receipt for the vote which includes the date/time of the vote and the specific vote cast.

3.11 Required Percentage. Unless by express statutory provision of the Statutes of the State of Ohio or of the By-Laws or the Declaration, a different vote is required, each question presented at a meeting of Members shall be determined by a majority vote of those present.

3.12 Cumulative Voting. With respect to all elections of the Board of Directors, cumulative voting is not permitted.

3.13 Business Entity Vote. The vote of any corporate, partnership, trust Member may be cast on its behalf by any fully authorized officer, partner, member, or beneficiary of such Member.

#### **ARTICLE FOUR** **BOARD OF DIRECTORS**

4.1 Number; Qualification; Terms. The Directors of the Association shall be, and shall be known and designated as, the Directors and shall collectively comprise the Board of Directors of the Association. The Board of Directors shall consist of five (5) members, who must be Owners in good standing, a Spouse of an Owner in good standing, or in the event a business entity is an Owner in good standing, then an officer, partner, member or beneficiary thereof, as the case may be, may be a Director. Good standing is defined as being not more than thirty (30) days delinquent in the payment of any assessment and having no pending enforcement violations.

4.2 Compensation. Directors shall receive no compensation for their services except as expressly provided by a resolution of the Members.

4.3 Powers, Authorities and Duties. The Board of Directors shall have the powers, authorities and duties necessary for the administration of the affairs of the Association and shall have all powers, authorities and duties referred to in Chapter 1702 of the Ohio Revised Code, Chapter 5312 of the Ohio Revised Code and the laws of the State of Ohio, and may do all acts and things provided to be done by the Board of Directors and any act, deed or thing directed to be exercised, done or omitted by the Members individually. The powers of the Board of Directors shall include but not be limited to the following:

- (a) To elect the officers of the Association;
- (b) To administer the affairs of the Association;
- (c) To promulgate such rules and regulations concerning the operation and use of the Common Properties aka Common Elements, as may be consistent with the Declaration and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of the Common Elements, and such other property as may be designated in the Declaration as being the maintenance obligation of the Association or used with the Common Elements, if any, for the benefit of the Association;
- (e) To estimate and adopt an annual operating budget and to provide for the assessment and collection from the Owners of their respective shares of the Common Expenses;
- (f) To provide for the distribution of profits, if any, or to transfer funds to a reserve account if there is a surplus;
- (g) To enforce the provisions of the Declaration including, without limitation, the right to initiate any litigation for injunctive relief, damages or otherwise, and to foreclose liens created in accordance with the Declaration and Bylaws;
- (h) To enter or authorize its agents, employees and contractors to enter in or upon any part of the Sublots in the Association (except in a Living Unit), when necessary in connection with any maintenance, repair or installation for which the Association is responsible, or if any Owner fails to comply with the restrictions contained in the Declaration and Bylaws. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as reasonable and any damage caused thereby shall be repaired by the Association;
- (i) Provided the Association shall have notified an Owner that such Owner shall have failed to maintain his or her Sublot as required in this Declaration and such failure shall have continued for ten (10) days after the receipt of such notice by the Owner, the Association shall have the right to perform such maintenance and to levy a Special Assessment against such Owner for the costs expended, together with an administrative fee of fifteen percent (15%) of such costs, which shall be paid within thirty (30) days following receipt of an invoice, and reasonable attorney fees;
- (j) To borrow money for the purpose of improving the Common Elements and in aid therefor to mortgage said properties. The borrowing of such monies for these reasons shall only be determined by affirmative vote of a majority of the members. The reasons for borrowing any such funds shall be provided not less than thirty (30) days prior to the deadline for holding such vote or the meeting concerning the same, as the case may be;
- (k) To take such steps as are reasonably necessary to protect the Common Elements

against foreclosure;

- (l) To limit the number of persons in or upon the Common Elements;
- (m) To dedicate or transfer all or part of any Common Elements to any municipality, public agency, authority or utility, or any governmental entity as is necessary to protect and maintain the health, safety, and welfare of the residents of the Association, provided, however, that such dedication or transfer is approved by a majority vote of the Board of Directors and by the members of the Association by the affirmative vote of two-thirds of the members;
- (n) To properly maintain, repair, operate and control any drainage systems exiting on the Common Elements, except for the retention basin outflow structure which shall be maintained by the City. Nothing in this Article shall be construed as the Association assuming any duties with respect to drainage of water that the law imposes upon the City or upon which the City has undertaken to perform;
- (o) To adopt and enforce uniform rules and regulations governing the use of the Common Elements, including the right to levy enforcement assessments for violations of the Declaration or the Rules and Regulations;
- (p) To hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board determines are necessary or desirable in the management of the property and the Association;
- (q) To commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, Board, or the Property, or that involves two or more owners and relates to matters affecting the Property;
- (r) To acquire, encumber, and convey or otherwise transfer real and personal property, subject to R.C. 5312.10;
- (s) To hold in the name of the Association any real property and/or personal property;
- (t) To grant easements, leases, licenses, and concessions through or over the Common Elements;
- (u) To levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to owners;
- (v) Pursuant to R.C. 5312.11, to levy the following charges and assessments:
  - (i) Interest and charges for the late payment of assessments;
  - (ii) Returned check charges;
  - (iii) Enforcement assessments for violations of the Declaration, the Bylaws, and the Rules of the Association;
  - (iv) Charges for damage to the Common Elements or other property.
- (w) To adopt and amend rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;
- (x) To impose reasonable charges for preparing, recording, or copying the Declaration, Bylaws, Amendments to the Declaration and Bylaws, resale certificates, or statements of unpaid Assessments;

- (y) Subject to R.C. 5312.09(A)(1) and any other provisions set forth herein, to borrow money and assign the right to common Assessments or other future income to a lender as security for a loan to the Association;
- (z) To suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of Assessments for more than thirty days
- (aa) To purchase insurance and fidelity bonds the Directors consider appropriate and necessary
- (bb) To invest excess funds in investments that meet standards for fiduciary investments under the laws of the State of Ohio;
- (cc) To spend not more than \$250.00 per year for a block party or other social activity for the Members;
- (dd) To exercise powers that are any of the following:
  - (i) Conferred by the Declaration or Bylaws;
  - (ii) Necessary to incorporate the Association or to maintain the Association as a not-for-profit corporation;
  - (iii) Permitted to be exercised in this state by a not-for-profit corporation;
  - (iv) Necessary and proper for the government and operation of the Association.

4.4 Board Elections. Only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. Each Member may vote for as many candidates as there are authorized numbers of Directors to be filled in the Board of Directors. If there is a vacancy or are vacancies in the Board however caused, the remaining Directors, though less than a majority of the authorized Directors, may, by the vote of a majority of the authorized number of Directors, fill any vacancy for the unexpired term.

4.5 Resignation. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association. Such resignation shall take effect immediately or at such other time as the Director may specify.

4.6 Term of Office. Except as specifically provided otherwise herein, each Director shall hold office for a two (2) year term, or until the Director's earlier resignation, removal from office or death. Two (2) board members shall be elected in odd years, and three (3) board members shall be elected in odd years.

4.7 Organizational Meeting. As promptly as is feasible after each annual meeting of the Association, the newly elected Directors and those Directors whose terms continue shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

4.8 Regular Board Meetings. Regular meetings of the Board of Directors held at such times and places as shall be determined by a majority of the Directors. Board meetings shall be held at the discretion of the Board. Board meetings may be held electronically provided that a quorum of

the Board is present and able to participate in real time.

4.9 Special Meetings. Special meetings of the Board of Directors may be held at any time upon call by the President or any two (2) Directors. Notice of the time and place of each such meeting shall be given to each Director either by personal delivery or by mail, electronic mail, facsimile or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting. Attendance of any Director at any such meeting without the Director's protest, prior to or at the commencement of such meeting, of the lack of proper notice shall be deemed to be a waiver by such Director of notice of such meeting and/or defect therein, and such notice may be waived in writing either before or after the holding of such meeting, by any Director, which writing shall be filed with any officer or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any organizational, regular or special meeting.

4.10 Quorum. A quorum of the Board of Directors shall consist of a majority of the Directors present at a meeting duly held, whether or not a majority of the members of the Board of Directors are present, and such quorum may adjourn such meeting from time to time.

4.11 Adjournment. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

4.12 Acts of Board. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present, and the act of the majority of such Directors present is the act of the Board of Directors, except as may be otherwise expressly provided in the Declaration or in the By-Laws. In lieu of conducting a meeting, the Board may take an action with the unanimous written consent of the members of the Board. Any written consent shall be filed with the minutes of the subsequent meeting of the Board.

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

4.14 Non-Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners or to the Association or its Members for any mistake of judgment or for any acts or omissions made in good faith as such Directors. The Owners and the Association and its Members shall indemnify and hold harmless each member of the Board of Directors against

all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association or things taken or omitted on behalf of the Association, unless any such contract, act or omission shall have been made in bad faith and contrary to the provisions of the Declaration. The liability of any Owner or Member arising out of the aforesaid indemnity shall be limited to such proportion of the total liability as the Owner's percentage of Sublots owned by such Owner or Member. The Board of Directors may, as an expense of the Association, acquire director or officer liability insurance.

4.15 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

## **ARTICLE FIVE** **OFFICERS**

5.1 Election and Designation of Officers. The Board of Directors shall elect a President, a Vice President, a Secretary, a Treasurer, and an Architectural Control Officer, of the Association, each of whom shall be a member of the Board of Directors. The Board of Directors may also appoint one or more Assistant Treasurers and/or one or more Assistant Secretaries and such other officers as in their judgment may be necessary, who are not members of the Board of Directors. A person may hold more than one office.

5.2 Term of Office. The officers of the Association shall hold office until the next organizational meeting of the Board of Directors and until their successors are elected, except in case of resignation, removal from office or death.

5.3 Removal. The Board of Directors may remove any officer at any time with or without cause by a majority vote of the Directors then in office.

5.4 Vacancy. Any vacancy in any office may be filled by the Board of Directors.

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

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

(b) Vice President. The vice president shall perform all of the 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 of Directors and of the owners, serve notice of meetings of the Board of Directors and of the owners, keep appropriate current records showing the names of the owners of the Association together with their addresses.

(d) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts all monies of the Association, the disbursements of such funds as directed by resolution of the Board of Trustees, 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 deliver or mailing of a copy of each to each of the owners.

5.6 Delegation of Authority and Duties. The Board of Directors are authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

## **ARTICLE SIX** **DELEGATION**

6.1 Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice, including any Director or affiliate, such duties and responsibilities of the Association as the Board of Directors shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities. Without limiting the generality of the foregoing, the Board is authorized to employ professional management for the collection of assessments, budgetary work, operating the Common Elements, if any, including, without limitation, any duties and responsibilities customarily performed by professional management companies. The cost of such professional management shall be a Common Expense.

## **ARTICLE SEVEN** **COMMON EXPENSES AND ASSESSMENTS**

7.1 Owner's Obligation to Pay. It shall be the duty of every Member to pay the Member's proportionate share of Common Expenses and any and all Assessments therefor. Such proportionate share of the Common Expenses shall be in the ratio as number of Sublots owned by a Member bears to the total number of Sublots within the Association. General Assessments shall be paid annually except as may be determined by the Board of Directors of the Association.

7.2 Preparation of Estimated Budget. Each year on or before December 1<sup>st</sup>, the Board of Directors shall estimate the total amount necessary to pay the cost of management fees, insurance, and other Common Expenses which will be required during the ensuing calendar year for the rendering of all such services in connection in the Association. On or before December 15<sup>th</sup> of each year, the Board of Directors shall notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Such estimated cash requirements (hereinafter referred to as the "Estimated Cash Requirement") shall be assessed to the Owners according to each Owner's percentage of Ownership of the Sublots. On or before February 1<sup>st</sup> of the ensuing year, or at such other due date determined by the Board, each Owner shall be obligated to pay to the Association, or as it may direct, the annual amount determined to be payable as the appropriate

amount of the annual General Assessment Fee Common Expenses for that year as well as the amount of any other assessment made pursuant to the terms of the By-Laws and Declaration. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the Common Expenses actually incurred in the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures. Any amount accumulated in excess of the amount required for actual expenses and reserves established by the Board of Directors shall be credited according to each Owner's percentage of ownership of the Sublots to the next installments for Common Expenses due from Owners under the then-current year's estimate and any net shortage including any non-payment of an Owner's General Assessment shall be added according to each Owner's percentage of ownership in the Sublots to the next annual installment. Notwithstanding the foregoing, the Board of Directors shall have the right to authorize a special assessment if during any annual period it becomes known that there will be a shortfall. Such special assessments shall be for such amount and payable at such times as the Board of Directors shall determine.

7.3 Failure to Prepare Annual Budget. The failure or delay of the Association or Board of Directors to prepare or serve the annual or adjusted estimate on the Owners shall not constitute a waiver or release in any manner of any Owner's obligation to pay General Assessments for the Common Expenses, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, each Owner shall continue to pay the Common Expenses at the existing rate or rates established for the previous period until the Common Expense payment date shall have been determined.

7.4 Books and Records. The Association shall keep full and correct books of account and the same shall open for inspection by any Owner or any representative of any Owner duly authorized in writing, at reasonable times and upon request in writing by an Owner, with at least seven (7) days advanced notice. Copies shall be provided for a reasonable fee. Document requests in excess of one per thirty (30) day period shall be subject to an hourly administrative fee to be determined by the Board.

7.5 Transfer Fee and Closing. In addition to the regular annual Assessments, each purchaser of a Parcel, at the time such purchaser acquires title to a Parcel, a transfer fee to the Association in an amount not to exceed Three Hundred Fifty Dollars (\$350.00). The general purpose of this contribution is to provide the Association with a portion of the necessary funds to facilitate an account transfer and to operate the Association. This transfer fee is not an escrow or advance, it is not refundable. All past due assessments shall be paid through closing.

## **ARTICLE EIGHT**

### **APPLICABLE LAWS; PRIORITY OF DOCUMENTS**

8.1 Priority of Documents and Laws. The following shall be the order for interpretation of

the laws and the priority of documents:

- (a) Chapter 5312 of the Ohio Revised Code;
- (b) Chapter 1702 of the Ohio Revised Code;
- (c) The Declaration;
- (d) The Articles;
- (e) These Amended and Restated Bylaws/Code of Regulations; and
- (f) Code of Regulations.

8.2 Interpretation. The above shall be interpreted as a harmonious whole, and this Association shall be subject to and governing 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 listed in Section 8.1 shall be given priority; provided, however, that all inconsistencies between or among the permissive provisions of Chapter 5312 or 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 NINE**

### **GENERAL PROVISIONS**

- 9.1 Service of Notices on the Board. Notices required to be given to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by mail addressed to such member or officer at such person's Residence.
- 9.2 Service of Notices on Heirs. Notices required to be given to any devisees, heirs-at-law or personal representative of a deceased Owner may be delivered either personally or by mail to such person at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.
- 9.3 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and By-Laws shall be deemed to be binding on all Owners, their respective successors, heirs and assigns.
- 9.4 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 9.5 Enforceability of Covenants. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the other By-Laws.
- 9.6 Rule Against Perpetuities. If any of the privileges, covenants or rights established by these By-Laws shall be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the

current President of the United States of America.



AFFIDAVIT

STATE OF OHIO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, states as follows:

- 1. He is the duly elected and acting President of North Boston Homeowners Association, Inc.
- 2. As such President, he caused copies of the proposed Amended and Restated Bylaws to be mailed to all Owners of record at the time of the filing of these Amended and Restated Bylaws.
- 3. Further affiant sayeth naught.

\_\_\_\_\_  
\_\_\_\_\_, **President**

**BEFORE ME**, a Notary Public in and for said County, the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_, personally known to me, in her/his capacity as President of North Boston Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

**CERTIFICATION OF SECRETARY**

The undersigned, being the duly elected and qualified Secretary of North Boston Homeowners Association, Inc. hereby certifies that there is on file in the records of the Association, approved at a meeting of the Membership, the names of \_\_\_\_\_% of the voting power of the Owners who have consented to the proposed Amended and Restated By-Laws

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**BEFORE ME**, a Notary Public in and for said County, the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by \_\_\_\_\_, personally known to me, in her/his capacity as Secretary of North Boston Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

**This instrument prepared by:**  
Lindsey A. Wrubel, Esq.  
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