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Page 76 of 93

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**BY-LAWS OF FIRESTONE FARMS
HOMEOWNERS ASSOCIATION, INC.**

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EXHIBIT D



TABLE OF CONTENTS

	<u>Page</u>
I. NAME, PRINCIPAL OFFICE AND DEFINITIONS	1
1. Name	1
2. Principal Office	1
3. Definitions	1
II MASTER ASSOCIATION, MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES	1
1. Membership	1
2. Place of Meetings	1
3. Annual Meetings; Commencement Date	1
4. Special Meetings	2
5. Notice of Meetings	2
6. Waiver of Notice	2
7. Adjournment of Meetings	2
8. (a) Voting of Members	3
(b) Voting for the Master Trustees	3
9. Proxies	3
10. Majority	3
11. Quorum	4
12. Conduct of Meetings	4
13. Action Without a Meeting	4
III MASTER BOARD OF TRUSTEES; NUMBER, POWERS, MEETINGS	4
A. <u>Composition, Number and Selection.</u>	
1. Governing Body; Composition	4
2. Number and Selection - During Class B Control Period and Before the Commencement Date - Voting	4
3. Number and Selection - During Class B Control Period and After the Commencement Date - Voting	4
4. Number and Selection - After the Class B Control Period - Voting	5
5. Election and Term of Office	5
B. <u>Meetings.</u>	
6. Organizational Meetings	5
7. Regular Meetings	6



8. Special Meetings 6

9. Notice of Meetings 6

10. Waiver of Notice 6

11. Quorum of Master Board of Trustees 6

12. Compensation 7

13. Conduct of Meetings 7

14. Open meetings 7

15. Adoption of Actions 7

16. Action Without a Formal Meeting 7

17. Right of Declarant to Veto Actions of the Master Board
After the Class B Control Period 7

C. Powers and Duties.

18. Powers 8

19. Borrowing 9

20. Enforcement 9

IV OFFICERS 11

1. Officers 11

2. Election, Term of Office and Vacancies 11

3. Removal 11

4. Powers and Duties 11

5. Resignation 11

6. Agreements, Contracts, Deeds, Leases, Checks, Etc 11

V. COMMITTEES 12

1. General 12

2. Covenants Committee 12

3. Architectural Control Committee 12

II MISCELLANEOUS 12

1. Fiscal Year 12

2. Parliamentary Rules 12

3. Conflicts 12

4. Books and Records 13

5. Notices 13

6. Amendments 14

7. Severability 14

8. Governing Law 14

9. Venue and Jurisdiction 14

10. Perpetuities 14



MASTER BY-LAWS OF FIRESTONE FARMS
HOMEOWNERS ASSOCIATION

BK **1271** PG **247**

Article I.

Name, Principal Office and Definitions

Section 1. **Name.** The name of the Association shall be Firestone Farms Homeowners Association, Inc. (hereinafter sometimes referred to as the "Master Association").

Section 2. **Principal Office.** The principal office of the Association in the State of Ohio shall be located in the City of Columbiana, Columbiana County.

Section 3. **Definitions.** The words used in these Master By-Laws (the "Master By-Laws") shall have the same meanings set forth in that Master Declaration of Covenants, Easements, and Restrictions for Firestone Farms (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Master Declaration").

Article II

Master Association: Membership,
Meetings, Quorum, Voting and Proxies

Section 1. **Membership.** The Master Association shall have three (3) classes of Membership. Class A, Class B and Class C. The Class A Members shall be the Owners within Firestone Farms. The Class B Member shall be the Declarant. The Class C Members shall be Tenants within Firestone Farms, all as defined in the Master Declaration..

Section 2. **Place of Meetings.** Meetings of the Master Association shall be held at the principal office of the Master Association or at such other suitable place convenient to the Members as may be designated by the Master Board of Trustees, either within Firestone Farms or as conveniently located as possible and practical.

Section 3. **Annual Meetings. Commencement Date.** The first annual meeting of the Master Association shall be held on the first Tuesday in May following the date that there are completed Building Lots in excess of Ten Percent (10%) of the total possible Building Lots in Firestone Farms (the "Commencement Date") as determined by Declarant. Subsequent regular annual meetings shall be mandatory and shall be held at such time and such date as set by the Master Board of Trustees so that the date shall be flexible for scheduling purposes. During the Class B Control Period, but before the Commencement Date, the Declarant shall have the right (but not the obligation) to call annual meetings.



Section 4. Special Meetings. The Declarant or the President may call special meetings. In addition after the Class B Control Period, it shall be the duty of the President to call a special meeting of the Master Association if so directed by resolution of a majority of a quorum of the Master Board of Trustees or upon a petition signed by Class A Members representing at least twenty-five percent (25%) of the total Class A voting power of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any Meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than five (5) nor more than fifty (50) days before the date of such meeting by or at the direction of the Declarant, President, Secretary, or the officers or persons calling the meeting.

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

If mailed, the notice of a meeting shall be deemed to be delivered two (2) days after it is deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association with postage prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before, during or after such meeting. Attendance at a meeting by a Member or alternate shall be deemed a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to vote.

Section 7. Adjournment of Meeting. If any meeting of the Master Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, who are entitled to vote at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvened meeting, the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to the Members in the manner prescribed for regular meetings.



The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their alternates representing at least twenty-five (25%) percent of the total votes of the Master Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum for such meeting.

Section 8. (a) Voting of Members. Until the end of the Class B Control Period, the Class B Member shall possess the entire voting power of the Master Association, except that the Class A Members shall have the right to vote on certain Special Assessments and other issues as are specifically set forth in the Master Declaration. Each Class A Member owning a Single Family Lot shall have one (1) vote for each Single Family Lot owned by such Member, each Class A Member owning a condominium unit, cluster home unit or apartment unit shall have one (1) vote for each condominium unit, cluster home unit or apartment unit owned by such member and the Class B Member shall have five (5) votes for each Building Lot which has or may be constructed in the Community. The Class C Members shall have no vote on any matters brought before the Master Association.

(b) Voting for Master Trustees during the Class B Control Period. Except as set forth hereinafter, the Class A Members shall not be entitled to appoint or vote for any Master Trustees. The Class B Member during the Class B Control Period shall have the right to appoint all of the Master Trustees. Notwithstanding the above, at the Annual Meeting of the members where Class A Members are present in person or by proxy and twenty-five percent (25%) of the Building Lots within Firestone Farms have been sold and conveyed by Declarant, the Class A Members shall elect twenty-five percent (25%) of the Master Trustees of the Master Association, when fifty percent (50%) of the Building Lots within Firestone Farms have been sold and conveyed by Declarant, the Class A Members shall elect thirty-three and one-third percent (33 1/3%) of the Master Trustees of the Master Association. Within thirty (30) days after the expiration of the Class B Members control as set forth in the Declaration, the Class A Members shall elect all of the members of the Master Trustees.

(c) Voting for Master Trustees After the Class B Control Period. After the Class B Control Period, the Class B Member shall have no voting right to appoint any Master Trustees.

Section 9. Proxies. All Members may vote by proxy given to the Declarant or to the Association.

Section 10. Majority. As used in these Master By-Laws, the term "majority" shall mean those votes, Owners, or other groups as the context may indicate totaling more than fifty (50%) percent of the total number. Unless otherwise provided in these Master By-Laws or the Master Declaration, all actions of the Master Association shall require the approval of the Master Board, but unless otherwise provided in the Master Declaration or Master By-Laws, any required action of the Class A Members shall require for approval, the vote of the Class A Members who



have a majority of the total votes of the Class A Membership and are present, in person or by proxy, at a meeting of such Class A Members which contains a quorum.

Section 11. Quorum. Except as otherwise provided in these Master By-Laws, the presence in person or by proxy of the Class A Members representing a majority of the total votes in the Class A Membership shall constitute a quorum at all meetings of the Class A Members unless otherwise set forth in the Master Declaration or these Master By-Laws. If a meeting cannot be held due to a lack of quorum, upon the next attempt to call a meeting, Class A members representing one third (1/3rd) of the total votes in the Class A Membership shall constitute a quorum at such meeting.

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

Section 13. Actions without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting is written consent setting forth the action so taken is signed by the sufficient number of the Members entitled to vote as is necessary to adopt such matter at a meeting of the Members and any such consent shall have the same force and effect as the vote of the Members.

Article III

Master Board of Trustees, Number, Powers, Meetings

A. Composition, Number and Selection.

Section 1. Governing Body: Composition. The affairs of the Master Association shall be governed by a Master Board of Trustees, except as otherwise expressly set forth to the contrary in the Master Declaration. Except with respect to Master Trustees appointed by the Declarant, who need not be Owners or occupants, the Master Trustees shall be Owners or Occupants or spouses of Owners or Occupants.

Section 2. Number and Selection - During Class B Control Period and Before the Commencement Date - Voting. During the Class B Control Period and before the Commencement Date, there shall be three (3) Master Trustees, all of whom shall be selected by the Class B Member (Declarant). Each Master Trustee shall have four (4) votes for each Building Lot.

Section 3. Number and Selection - During the Class B Control Period and after the Commencement Date. During the Class B Control Period and after the Commencement Date, there shall be a minimum of three (3) and a maximum of seven (7) Master Trustees all of whom



shall be appointed by the Declarant, except for those Master Trustees elected by the Class A Members pursuant to Article II, Section 8 (b) above. Each Master Trustee shall have one (1) vote on all matters.

Section 4. Number and Selection - After the Class B Control Period - Voting. After the Class B Control Period, the number of Master Trustees shall be a minimum of three (3) and a maximum of seven (7) to be set by the Members from time to time and each Master Trustee shall have one (1) vote on all matters.

Section 5. Election and Term of Office. (a) During the period of control by the Class B Member, the Class B Member shall appoint all Master Trustees permitted to be selected by the Class B Member, who shall serve at the request of the Class B Member and who may be changed by the Class B Member at any time and from time to time.

(b) After the Class B Control Period, the Members shall elect all Master Trustees. The Master Trustees shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Master Trustees. At a meeting of the Members of the Association at which Master Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Master Trustees and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Master Trustees, however caused, the remaining Master Trustees, though less than a majority of the whole authorized number of Master Trustees, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

(c) Each Master Trustee shall hold office until the next annual meeting of the Members of the Association and until his or her successor is elected, or until his or her earlier resignation, removal from office or death. Any Master Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Master Trustees or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the resigning Master Trustee may specify. At the first annual meeting of the Members of the Association, following the Class B Control Period, the term of office of the majority of the Master Trustees shall be fixed so that such term will expire one (1) year from and after the date of the next following annual meeting of Members of the Association. The term of office of the remaining Master Trustees shall be fixed so that such term will expire at the date of the second following annual meeting of Members of the Association. At the expiration of such initial term of office of each respective Master Trustee, his or her successor shall be elected to serve for a term of two (2) years.

B. Meetings.

Section 6. Organizational Meetings. The first meeting of the Master Board of Trustees following selection of the Master Board shall be held at such time and place as shall be fixed by Declarant.



Section 7. Regular Meetings. Regular meetings of the Master Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Master Trustee, but at least one (1) such meeting shall be held during each three-month period. Notice of the time and place of the meetings shall be communicated to Master Trustees not less than five (5) days prior to the meeting; provided, however, notice of a meeting need not be given to any Master Trustee who has signed a waiver of notice or a written consent to holding of the meeting.

Section 8. Special Meetings. Special meetings of the Master Board of Trustees shall be held when called by written notice signed by the President of the Master Association or by any three (3) Master Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

Section 9. Notice of Meetings. Notice of regular and special Master Board meetings shall be given to each Master Trustee by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) telephone communication, either directly to the Master Trustee or to a person at the Master Trustee's office or home who would reasonably be expected to communicate such notice promptly to the Master Trustee, or (d) telegram, charges prepaid. All such notices shall be given at the Master Trustee's telephone number or sent to the Master Trustee's address as shown on the records of the Master Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy two (72) hours before the time set for the meeting.

Section 10. Waiver of Notice of Meetings. The transactions of any meeting of the Master Board of Trustees, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Master Trustees not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Master Trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 11. Quorum of Master Board of Trustees. At all meetings of the Master Board of Trustees, those Master Trustees entitled to exercise a majority of the voting power shall constitute a quorum for the transaction of business, and a majority of the voting power of the Master Trustees present at a meeting at which a quorum is present shall constitute the decision of the Master Board of Trustees. During the Class B Control Period, one (1) Master Trustee appointed by the Class B Member shall constitute a quorum; and there must be at least one (1) member of the Master Board appointed by the Class B Member for there to be a quorum present at any meeting of the Master Board of Trustees. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Master Trustee,



if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Master Board cannot be held because a quorum is not present, a majority of the Master Trustees who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is not present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Designated alternates shall have the same power to vote as the Master Trustees.

Section 12. Compensation. Unless authorized in advance by the Master Association, no Master Trustee shall receive any compensation from the Master Association for acting as such.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Master Board of Trustees, and the Secretary shall keep a minute book of meeting of the Master Board of Trustees, recording therein all resolutions adopted by the Master Board of Trustees and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all trustees are able through telephone connection to hear and to be heard.

Section 14. Open Meetings. Subject to the right of the Master Board to hold executive sessions regarding privileged matters, including but not limited to, pending or threatened litigation, hearings on sanctions, compensation of employees, etc., after the Class B Control Period, all meetings of the Master Board shall be open to all members, but Members other than Master Trustees may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Master Trustee. In such case, the President may limit the time any Member may speak.

Section 15. Adoption of Actions. All actions before the Master Board shall require for approval a majority vote of the voting power of the Master Trustees.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the Master Trustees or any action that may be taken at a meeting of the Master Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by those Master Trustees possessing the percentage of the voting power required for such action.

Section 17. Right of Declarant to Veto Actions of The Master Board After the Class B Control Period. For three (3) years after the end of the Class B Control Period, the Class B Member shall have the right to veto and disapprove actions of the Master Board and any committee of the Master Board. No action authorized by the Master Board or a committee shall become effective until the Class B Member shall have received written notice by certified mail or registered mail, return receipt requested, postage prepaid, of such action and (a) the Class B Member shall have notified the Master Board in writing that such action has been approved, or (b) the notice to the Class B Member shall provide that unless the Class B Member vetoes such



action within fifteen (15) days, and if sixteen (16) days shall have elapsed since the Class B Member shall have actually received written notice of such action and the Class B Member shall not have notified the Master Board in writing that it has vetoed such action during such period.

C. Powers and Duties.

Section 18. Powers. Except as expressly set forth in these Master By-Laws or the Declaration, the Master Board of Trustees shall be entirely responsible for all of the affairs of the Master Association and shall have all of the powers and duties necessary for the administration of the Master Association's affairs and may do all acts and things as are provided by law, the Master Declaration, Master Articles or these Master By-Laws.

In addition to the duties imposed by these Master By-Laws, the Master Board of Trustees shall have the power to and shall be responsible for the following, by way of explanation, but not limitation:

(a) Preparation and adoption of annual budgets beginning for the calendar year following the Start-Up Period;

(b) Making Master Assessments to defray the Common Master expenses, and establishing the means and methods of collecting such Master Assessments; provided, unless otherwise determined by the Master Board of Trustees, the Base Master Assessment for each Completed Building Lot's share of the Common Master Expenses shall be payable annually, unless otherwise provided by the Master Board. Base Master Assessments shall be calculated on the number of Completed Building Lots in existence at the beginning of any fiscal year; provided, however, that the Master Board shall take into account reasonable estimates of revenue to be received with respect to Completed Building Lots that become liable for Base Master Assessments during such year. If after the Start-Up Period it shall become apparent during the course of such year that the revenue being collected by the Master Association is materially more or less than budgeted, or if Common Master Expenses of the Master Association are materially more or less than budgeted, the Master Association shall have the right to increase or decrease the Base Master Assessments (or to levy a Special Master Assessment) on account thereof. The Master Trustees shall also have the right to levy Special Master Assessments as provided in the Master Declaration;

(c) Providing for the operation, care, upkeep and maintenance of all of the Area of Master Maintenance Responsibility;

(d) Designating, hiring and dismissing the personnel necessary for the duties of the Master Association, including the repair and maintenance of its property, the Area of master Maintenance Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) Collecting the Master Assessments, depositing the proceeds thereof in a bank



depository which it shall approve, and using the proceeds to administer the Master Association;

- (f) Making and amending rules and regulations;
- (g) Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (h) Enforcing by legal means the provisions of the Master Declaration, these Master By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (i) Obtaining and carrying insurance against casualties and liabilities, as provided in the Master Declaration, and paying the premium cost thereof;
- (j) Paying the cost of all services rendered to the Master Association and not chargeable directly to specific Owners;
- (k) Keeping books with detailed accounts of the receipts and expenditures affecting the Master Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and
- (l) Making available to any prospective purchaser of a Building Lot, any Owner of a Building Lot or, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Building Lot, current copies of the Master Declaration, the Master Articles of Incorporation, the Master By-Laws, Design Criteria, rules governing the Building Lots and after the Start-Up Period all other books, records, and financial statements of the Association.

Section 19. Borrowing. The Master Board of Trustees shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Master Responsibility. With the written approval of the Master Trustees with at least a seventy five (75%) percent of the voting power of the Master Board, the Master Board shall also have the power to borrow money for other purposes. Notwithstanding anything to the contrary contained in the Master Declaration, these By-Laws, or the Master Articles of Incorporation, after the Class B Control Period, no mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent of the holders of at least eighty (80%) percent of the voting power of the Master Board.

Section 20. Enforcement - Fines. The Master Board shall have the power to impose sanctions including, without limitation, reasonable fines, which shall constitute a lien on the property of the violating Owner, and to suspend an Owner's or Occupant's right to use the Common Area for violation of any duty imposed under the Master Declaration, these Master By-Laws, or any rules and regulations duly adopted; provided, however, nothing herein shall authorize the Master Association or the Master Board of Trustees to limit ingress and egress to or from a Building Lot or to suspend an Owner's right to vote due to nonpayment of Master



Assessments. In the event that any Owner or Occupant of a Residence violates the Master Declaration, Master By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be imposed against the Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Master Board, the Owner shall be required to pay the fine upon notice from the Master Association. The failure of the Master Board to enforce any provision of the Master Declaration, Master By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Master Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction under this Section 20, the Master Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the committee designated by the Master Board, if any, or the Master Board of Trustees may be requested to have a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days after the giving of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held by its committee designated by the Master Board for such purpose or by the Master Board, as determined by the Master Board, in executive session affording the Occupant or the Owner, as the case may be, a reasonable opportunity to be heard. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Master Board of Trustees or the committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions or rules by any person.

(c) Appeal. Following a hearing before a committee (as opposed to a hearing before the Master Board), the violator shall have the right to appeal the decision to the Master Board of Trustees. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Master Association within thirty (30) days after the later of (i) the hearing date, or (ii) the date the committee makes its decision and communicates it to the Occupant or Owner.

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



All remedies and right of the Master Association shall be non-exclusive and cumulative and may be exercised at any time or successively.

(e) Lien Rights. If a fine is not paid when due it shall be deemed to be a Special Master Assessment for which Collection Charges may be collected and a lien may be created and foreclosed pursuant to Article VII of the Master Declaration.

Article IV.

Officers

Section 1. Officers. The officers of the Master Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the Master Trustees. The Master Board of Trustees may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Master Board of Trustees. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office and Vacancies. The officers of the Master Association shall be elected for two (2) year terms by the Master Board of Trustees at the first meeting of the Master Board of Trustees. Officers may be re-elected. A vacancy in any Office arising because of death, resignation, removal, or otherwise may be filled by the Master Board of Trustees for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Master Board of Trustees whenever in its judgment the best interest of the Master Association will be served thereby.

Section 4. Powers and Duties. The officers of the Master Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be conferred or imposed by the Master Board of Trustees. The Master Board shall have the right to delegate the duties and obligations of the Master Board to the officers selected by the Master Board from time to time. The President shall be the chief executive officer of the Master Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Master Declaration and may delegate all or part of the preparation and notification to a finance committee, management agent or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Master Board of Trustees, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contract, Deeds, Leases, Checks, Etc. After the Start-Up Period, all agreements, contract, deeds, leases, checks for over One Thousand Dollars (\$ 1,000.00) and



other instruments of the Master Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Master Board of Trustees.

Article V.

Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the voting power of the Trustees present as a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Master Board of Trustees designating the or with rules adopted by the Master Board of Trustees. After the Class B Control Period, each committee shall have at least one (1) member of the Master Board in its ranks. Members of committees need not be Owners or Occupants until after the end of the Class B Control Period, which event all members of committees (except for professionals and consultants reasonably required and designated by the Master Board) shall be Owners or Occupants of the Community or their spouses.

Section 2. Covenants Committee. In addition to any other committee which may be established by the Master Board pursuant to Section 1 of this Article, the Master Board of Trustees may, but shall not be required to, establish a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of master Declaration, these Master By-Laws, and the resolutions the Master Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to the Master Declaration and the Master By-Laws.

Section 3. Architectural Control Committee. The Architectural Control Committee ("ACC") is hereby established in accordance with the Master Declaration.

Article VI


Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Master Articles of Incorporation, the Master Declaration, or these Master By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Ohio law, the Master Articles of Incorporation, the Master Declaration, and these Master By-Laws, the provisions of Ohio law, the Master Declaration, the Master Articles of Incorporation and the

Master By-Laws (in that order) shall prevail.


Image ID: 00000538000 Type: OFF
File# 2004-00008380 Page 91 of 93
BK 1271 PG 259

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Master Declaration and By-Laws, membership register, books of account (after the Start-Up Period), and minutes of meetings of the Members, the Master Board, and committees shall be made available for inspection and copying by any mortgagee, Member of the Master Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Master Association or at such other place within the Community as the Board shall prescribe.

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

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

(c) Inspection by Master Trustees. Every Master Trustee and the Declarant shall have the absolute right at any reasonable time with reasonable notice to inspect at the office such records are normally kept, all books, records, and documents of the Master Association and the physical properties owned or controlled by the Association. The right of inspection includes the right to make extracts and a copy of relevant documents at the expense of the person requesting such copies.

Section 5. Notices. Unless otherwise provided in these Master By-Laws, all notices of notifications required under these Master By-Laws or the Master Declaration shall be in writing and shall be deemed to have been duly given if delivered personally by a nationally recognized overnight delivery service with a signed receipt by the designated recipient or a person reasonably believed to be authorized to sign a receipt for the recipient, or three (3) days after it is sent by united States mail, registered or certified mail, return receipt requested, postage prepaid:

(a) If to a Class A Member, at the address which the Class A Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Residence of such Class A Member; or

(b) If to the Declarant, at the address which the Declarant has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the regular place of business of the Declarant; or



(c) If to a Class C Member, at the address which the Class C Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Residence of such Class C Member; or

(d) If to the Master Association, the Master Board of Trustees, or the manager, if any, at the principal office of the Master Association or manager, if any, or at such other address as shall be designated by notice in writing to the Master Trustees.

Section 6. Amendment. The Declarant shall have the sole right to amend these Master By-Laws during the Class B Control Period unilaterally so long as the amendment shall not change voting rights of the Class A, Class B or Class C Members or the manner in which the Master Assessments are calculated pursuant to Section 2 of Article VIII of the Master Declaration. Thereafter, these Master By-Laws may be amended only upon the affirmative vote of at least a majority of the voting power of the Master Board.

No amendment made at any time may remove, revoke, or modify any right or privilege of the Declaration or the Class B Member without the written consent of the Declarant or the transferee of such right or privilege. No amendment made at any time may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

Section 7. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision herein contained, or any part of the same, shall not impair or affect in any manner the validity, enforce ability or effect of the rest of these Master By-Laws.

Section 8. Governing Law. These Master By-Laws shall be construed and enforced under the laws of the State of Ohio.

Section 9. Venue and Jurisdiction. In the event of any dispute under these Master By-Laws, Columbiana County, Ohio shall have exclusive jurisdiction concerning arbitration, mediation or litigation and venue shall be deemed proper in the Columbiana County Court of Common Pleas.

Section 10. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of these By-Laws shall be unlawful, void, or voidable by reason of the violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush, President of the United States of America and George Voinovich, Senator of the State of Ohio.

Executed this 5th day of May, 2004.

MEADOWBROOKE DEVELOPMENT, LLC,
An Ohio limited liability company

By: Wayne Bacon
Wayne Bacon, Its Managing Member