

# **CODE OF REGULATIONS**

## **For**

# **THE MEWS AT ZION HOMEOWNERS' ASSOCIATION**

Unless stated otherwise herein, all terms shall have the same meaning as defined in the Declaration of Covenants, Easements, and Restrictions, for the Mews at Zion.

### **ARTICLE I**

### **NAME AND PURPOSE**

**Section 1.** Name. The name of this Ohio non-profit corporation shall be The Mews at Zion Homeowners' Association, Inc. (the "Association").

**Section 2.** Purpose. The purposes for which the corporation is formed are set forth in Declaration of Covenants, Easements, and Restrictions, for the Mews at Zion and the Articles of Incorporation for The Mews at Zion Homeowners' Association, Inc., to be filed with the Ohio Secretary of State and include being and acting as an association of the owners of residential Lots consisting of the property identified in Exhibit A of the Declaration of Covenants, Easements, and Restrictions, for the Mews at Zion. The Association shall also serve as the "owners association" as that term is defined in Chapter 5312 of the Ohio Revised Code (the "Planned Community Act").

### **ARTICLE II**

### **MEMBERS AND VOTING**

**Section 1.** Every Owner a Member. Every individual or entity who is a record owner of a fee simple interest in a Lot that is subject to the provisions of the Declaration of Covenants, Easements, and Restrictions, for the Mews at Zion, (hereinafter the "Declaration"), except, in the case of a recorded land installment sales contract, shall be a "Member" of the Association. The membership of each Owner shall terminate when the Owner ceases to own an undivided fee simple interest or interests or vendee interest in a Lot, and upon the sale, transfer or other disposition of each undivided fee simple interest or vendee interest in a Lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new Owner(s) of the interest. No Member may otherwise terminate membership in the Association or sever that membership interest.

**Section 2.** One Vote per Lot. Except as provided in this Code of Regulations, on any question for which the vote of Members is permitted or required, the Owner or Owners of each Lot shall be entitled to exercise one vote for each such Lot that Owner or those Owners

own. An entity which owns a Lot may exercise its right to vote and to execute any proxies and written waivers by any officer, director, principal, member, partner, trustee or employee, and any such person shall conclusively be deemed to have authority to so act, unless it shall the Secretary receives a certified copy of the regulations or a resolution adopted by the entity that such authority does not exist or is vested in some other officer or person. If two or more individuals or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such individuals or entities shall only be entitled to one vote with respect to the Lot. All votes shall be exercised, if at all, as a single Lot and not by percentage of interest. If only one such individual or entity attends a meeting, votes or executes a consent, then that person or entity may act for all Owners of the Lot. If more than one of such Owners attends a meeting or acts in writing, the latest received vote or writing shall be conclusively deemed as an action for all.

**Section 3.**     **Proxy.** At meetings of the Members or where otherwise permitted, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the Secretary of the Association before the person holding the proxy may take action under the proxy without a meeting. No proxy shall be valid after the expiration of eleven months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

### **ARTICLE III MEETINGS OF MEMBERS**

**Section 1.**     **Annual Meeting.** After the Turnover Date as set forth in the Declaration, the Board shall call a meeting of the Members each year for the election of Directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting. This meeting shall be held during the third quarter of each calendar year, on a date established by the Board of Directors of the Association (the "Board of Directors"), or on such other date within one month thereafter as may be designated by the Board of Directors from time to time.

**Section 2.**     **Special Meetings.** Special meetings of the Members may be called by the President, by a majority of the Directors acting with or without a meeting, or by Members entitled to exercise not less than thirty-three percent (33%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Code of Regulations. If such request is refused, or if the notice is not sent within fourteen days of making such request, then the individuals or entities making the request may call a meeting by giving the notice.

**Section 3.**     **Quorum.** A quorum for any meeting of Members shall be those members who are present in person or represented by proxy at a meeting. Those Members who are present

in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

**Section 4.**     **Location of Meetings.** All meetings of Members shall be held at such places as may be specified by the Board of Directors or the Persons calling the meeting, and as set forth in the notice of such meeting.

**Section 5.**     **Notice.** A written or printed notice of every meeting of Members, whether annual or special, stating the time, place and (if a Special Meeting) the purpose or purposes for which the meeting is called shall be given not more than forty-five nor less than seven days before the meeting. The notice shall be given by U.S.P.S. First class mail, postage prepaid, or by personal delivery to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at the Member's address as it appears on the records of the Association. If given by personal delivery, the notice shall be given to the Owner of record. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member.

If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a Member's Lot after notice has been given and prior to the holding of the meeting, the transferring Member, and not the Association, shall serve notice on the transferee. The Board of Directors may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of Members, which record date shall not be earlier than forty-five days preceding the meeting. If no record date is fixed by the Directors, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day immediately preceding the day on which notice is given.

**Section 6.**     **Waiver of Notice.** Any member may waive the notice of the time, place and purpose or purposes of any meeting in writing, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy shall constitute a waiver by that Member of notice of the meeting unless the Member objects prior to or at the commencement of the meeting.

**Section 7.**     **Agenda.** The President or other presiding officer shall determine the order of business of any meeting of Members, and shall conduct all business in accordance therewith. If Members entitled to exercise not less than a majority of the voting power of the Association have called a Special Meeting, the presiding officer may be determined by a vote of those present in person or represented by proxy at the Special Meeting.

**Section 8.**     **Voting.** All actions shall be determined by majority vote of all Members present, in person or by proxy, provided that no action required by law, the Declaration, the

Articles of Incorporation, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Ties shall be determined by coin flip or by lot, as chosen by the presiding officer. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

**Section 9.**     Elections. At all elections of Members of the Board of Directors, voting shall be conducted by secret ballot. The candidates receiving the greatest percentage of the votes cast shall be elected, and if applicable, those receiving the larger number of votes shall receive the longer terms. There shall be no cumulative voting.

**Section 10.**     Action by Mail. With the exception of the election of Members to the Board of Directors, any vote that can be taken at a meeting of Members may also be taken by mail. Ballots shall be sent in the same manner as notice of a meeting to all persons and entities who are Members at the time of the mailing, except that the ballot shall state how a vote may be returned and verified. The vote close when it has been determined by receipt of a majority of the voting power of all Members or from such greater proportion thereof as may be required by the Governing Documents or law. The Secretary shall keep records of the method and results of each vote conducted by mail, which shall be entered upon the records of the Association.

**Section 11.**     Action without a Meeting. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising not less than two-thirds of the voting power of all Members or such greater proportion thereof as the Governing Documents or law may otherwise require. Said writings shall be filed with or entered upon the records of the Association.

## **ARTICLE IV BOARD OF DIRECTORS**

**Section 1.**     Authority of Board. Subject to such limitations as have been or may hereafter be imposed by Governing Documents or by law, all power and authority of the Association shall be vested in and exercised by a Board of Directors. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Governing Documents.

**Section 2.**     Number and Term. Before the Turnover Date, the Declarant shall appoint all Directors, which Declarant shall from time to time appoint in its sole and unfettered discretion. After the Turnover Date, the Board shall consist of three (3) Directors. At the meeting of Members at the Turnover Date, Directors shall be elected to staggered terms, so that one term shall expire each year. Directors elected thereafter shall serve three (3) year

terms, each term concluding at the end of the Annual Meeting for which an election for their position is held.

**Section 3.**     **Qualifications.** Except for members of the Board of Directors appointed by the Declarant, members of the Board of Directors must be an Owner, the spouse of an Owner, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of an entity that is an Owner. All Members of the Board shall be current on all assessments due to the Association, shall not be the subject of any enforcement action for violation of the Governing Documents, and shall not be an adverse party to any pending or threatened litigation against the Association or any officer or agent thereof.

**Section 4.**     **Nominations.** Candidates for election as Directors may nominate themselves in writing to the Secretary sent not less than 7 days prior to any meeting held for the purpose of electing a Director or Directors and may also be nominated from the floor at such meeting.

**Section 5.**     **Vacation.** Directors shall serve until they resign, or until their successors are elected and qualified. After the Turnover Date, the Board may, by majority of the Board members, declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board of Directors. After the Turnover Date, if any Director vacates membership on the Board because of death, resignation, or any other act or reason, the remaining Directors shall, by majority vote, appoint a replacement Director. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty days after it is created, said remaining Directors shall call a special meeting of Members of the Association to fill the vacancy, such meeting to be held within thirty days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

**Section 6.**     **Removal.** After the Turnover Date, any Director may be removed by the affirmative vote of those Members entitled to exercise not less than two thirds of the voting power of all Members of the Association. A vote to remove any Director shall be conducted at a Special Meeting of the Members called for that purpose. Before such votes are cast, the Director subject to removal shall be given a reasonable opportunity to speak and may request the floor for others speak in support. No vote to remove a Director shall occur until a proposed Director has also been nominated, and such a vote shall be conducted as a contested election between the existing Director and proposed Director.

**Section 7.**     **Board Meetings.** The Board of Directors shall hold such meetings as it deems necessary provided that the Board of Directors shall be required to meet at least once in each calendar semester. Such meetings may be called by the President, and shall be held at such place as the President or a majority of the Directors may determine, or by electronic or telephonic communication provided that each Director can review documents and simultaneously communicate with every other Director. No Owner who is not a Director may

participate in any Board meeting unless the Board expressly authorizes the same.

**Section 8.** Notice of Board Meetings. The President or Secretary shall cause written (including electronic) notice of the time and place of all Board meetings to be served upon or sent to each Director not less than two nor more than twenty-one days before the meeting, No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board of Directors may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. A Director who attends a Board meeting without contesting proper notice prior to or at the commencement of the meeting shall have waived objections to notice of the meeting.

**Section 9.** Quorum. At all Board meetings, a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law or the Governing Documents.

**Section 10.** No Compensation. Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board, and any Director may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of law or the governing documents.

**Section 11.** Action Without a Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

**Section 12.** Authority to Hire Manager. The Board of Directors may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it and may pay such compensation as it determines. The Board of Directors may delegate to any such manager, managing agent, person, firm or corporation such administrative and ministerial duties as it determines.

**Section 13.** Board Powers. The Board of Directors shall exercise all powers and have all authority under the provisions of the Governing Documents that are not specifically and exclusively reserved to the Members or otherwise prohibited by law. Without limiting the generality of the foregoing, the Association, through its Board of Directors shall have the right, power and authority to do any of the following:

- (a) 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;
- (b) 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, the board of directors, or the property, or that involves two or more owners and relates to matters affecting the property;
- (c) Enter into contracts and incur liabilities relating to the operation of the property;
- (d) Enforce all provisions of the declaration, bylaws, covenants, conditions, restrictions, and articles of incorporation governing the lots, common elements, and limited common elements;
- (e) Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of common elements, and any other rules as the declaration provides;
- (f) Acquire, encumber, and convey or otherwise transfer real and personal property, subject to section 5312.10 of the Revised Code;
- (g) Hold in the name of the owners association the real property and personal property;
- (h) Grant easements, leases, licenses, and concessions through or over the common elements;
- (i) Levy and collect fees or other charges for the use, rental, or operation of the common elements or for services provided to owners;
- (j) Pursuant to section 5312.11 of the Revised Code, 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.
- (k) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

- (l) Impose reasonable charges for preparing, recording, or copying the declaration, bylaws, amendments to the declaration and bylaws, resale certificates, or statements of unpaid assessments;
- (m) Authorize entry to any portion of the planned community by designated individuals when conditions exist that involve an imminent risk of damage or harm to common elements, another dwelling unit, or to the health or safety of the occupants of that dwelling unit or another dwelling unit;
- (n) Subject to division (A)(1) of section 5312.09 of the Revised Code, borrow money and assign the right to common assessments or other future income to a lender as security for a loan to the owners association;
- (o) 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;
- (p) Purchase insurance and fidelity bonds the directors consider appropriate and necessary;
- (q) Invest excess funds in investments that meet standards for fiduciary investments under the laws of this state;
- (r) Exercise powers that are any of the following:
  - (i) Conferred by the declaration or bylaws;
  - (ii) Necessary to incorporate the owners association as a nonprofit corporation;
  - (iii) Permitted to be exercised in this state by a nonprofit corporation;
  - (iv) Necessary and proper for the government and operation of the owners association.

**Section 14.** Duties of Board. It shall be the duty of the Board of Directors to:

- (a) Commencing not later than the time of the first conveyance of a lot to a person other than a declarant, the owners association shall maintain all of the following to the extent reasonably available and applicable:
  - (i) Property insurance on the common elements;
  - (ii) Liability insurance pertaining to the common elements;
  - (iii) Directors and officers liability insurance.



- (b) The owners association shall keep all of the following:
- (i) Correct and complete books and records of account that specify the receipts and expenditures relating to the common elements and other common receipts and expenses;
  - (ii) Records showing the collection of the common expenses from the owners;
  - (iii) Minutes of the meetings of the association and the board of directors;
  - (iv) Records of the names and addresses of the owners.

**Section 15.**    **Authority Regarding Financing.** The Board may take such actions and expend the Association funds and Assessments as the Board of Directors deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Lots.

## **ARTICLE V OFFICERS AND COMMITTEES**

**Section 1.**    **Officers.** The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as may be determined by the Board of Directors. All officers shall be elected by the Board of Directors from among the members of the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors and any two or more offices may be held by the same person.

**Section 2.**    **Election of Officers.** Without additional notice, the Board of Directors shall hold a special meeting immediately after the annual meeting of the Members at the same place as the annual meeting was held for the limited purpose of appointing officers for the ensuing year and the transaction of such other business as may properly come before the Board at said meeting.

**Section 3.**    **Term; Removal; Vacancy.** All officers shall be appointed to serve until the next annual meeting. Any officer may be removed from office by majority vote of the Directors. The remaining Directors may appoint a person to serve the remainder of a term of an Officer.

**Section 4.**    **Compensation.** No officer shall receive any compensation for their services rendered to the Association as a Director; provided that an officer may be reimbursed for actual expenses incurred in the performance of duties as an officer, if approved by the Board of Directors, and any officer may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

**Section 5.**    **President.** It shall be the duty of the President to determine the agenda for and

thereafter preside at all meetings of Members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board of Directors.

**Section 6.**     Secretary. It shall be the duty of the Secretary to keep or supervise the creation of accurate records of the acts and proceedings of the Members and the Board, including records of the names and addresses of the Members. The Secretary shall further perform any other duties other duties as may be required by the Governing Documents. Upon expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

**Section 7.**     Treasurer. The Treasurer shall supervise or otherwise receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or supervise the creation of account records specifying the Association's receipts and expenditures, shall make such records open for inspection, and may present summary reports at meetings. The Board may require the treasurer to carry insurance or give bond in such sum with such surety or sureties as set by the Board. Upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

**Section 8.**     Committees. The Board may create a committee or committees. Each committee shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board. Any committee may act pursuant to majority vote at a committee meeting or inwriting acknowledged by all of its members.

## **ARTICLE VI INDEMNIFICATION**

**Section 1.**     With regard to any action, suit or proceeding, whether administrative, civil, or criminal, (including, without limitation, any action threatened or instituted by or in the right of the Association), the Association shall indemnify any Director or Officer who is, was or is threatened to be made a party because that individual is or was a Director, officer, employee, agent or volunteer of the Association. Notwithstanding the foregoing, the Association shall indemnify only if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful.

**Section 2.**     Notwithstanding any other provision, the Association shall not indemnify any Director or officer who was a party to any completed action or suit instituted by or in the

right of the Association if that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association, or adjudged liable for misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that a court of competent jurisdiction determines that, despite such adjudication of liability, and in view of relevant circumstances, that individual is fairly and reasonably entitled to such indemnity in an amount the court deems proper.

**Section 3.** Notwithstanding any other provision, to the extent that a Director or officer has been successful on the merits or otherwise in defense of any action, suit, proceeding, claim, issue, or matter referred to in Section 1 hereinabove, the Association shall promptly indemnify against costs and expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), and any amounts paid in settlement actually and reasonably incurred by that person in connection with such issue, claim, action, suit or proceeding.

**Section 4.** Regarding any act or omission giving rise to a claim for indemnification under Section 1 hereinabove, an individual claiming indemnification shall be presumed to have acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association. With respect to any criminal matter, an individual claiming indemnification shall be presumed to have had no reasonable cause to believe that individual's conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

**Section 5.** Any indemnification pursuant to Section 1 and not precluded by Section 2 shall be made only upon determination that such is proper under relevant circumstances because that individual met the applicable standard of conduct. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to, or threatened with, any such claim, action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney or a firm who has been retained by or performed services for the Association, or (c) by a majority voting of the Members, or (d) by a court of competent jurisdiction. Any determination made under division (a), (b) or (c) of this Section shall be promptly communicated to the individual who threatened or brought such action or suit, and within ten days after receipt of such notification such individual shall have the right to petition a court of competent jurisdiction to review the reasonableness of such determination.

**Section 6.** Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such claim, issue or action only if such officer or Director shall first commit in writing to repay all amounts so paid if it is ultimately determined that the individual is not entitled to be indemnified by the

Association pursuant to a preceding section hereinabove.

**Section 7.** The indemnification provided by this Article shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Governing Documents or any agreement, vote of Members or disinterested Directors, or otherwise. The indemnification provided by this Article shall continue as to an individual who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such individual.

**Section 8.** The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any current or former Director, officer, employee, agent, or volunteer, serving at the request of the Association, against any liability asserted against that person or arising out of that person's status as such, whether or not the Association would have the obligation or the power to indemnify that person against such liability under the provisions of this Article. Insurance may be purchased from or maintained with a Person in which the Association has a financial interest.

**Section 9.** For purposes of this Article, and as examples and not by way of limitation:

(a) An individual claiming indemnification under this Article shall be deemed to have been successful on the merits or otherwise in defense of any claim, action, suit, or proceeding referred to in Section 1 if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against that individual, without a conviction of that individual, without the imposition of a fine upon that individual, and without that individual's payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against that individual or otherwise results in a vindication of that individual);

(c) The term "volunteer" shall mean a Director, officer, committee member or other agent of the Association, or another Person associated with the Association, who (i) performs services for or on behalf of and under the authority of the Board, and (ii) does not receive compensation for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed.

**Section 10.** Any action, suit or proceeding to determine a claim for indemnification under this Article may be maintained by the person claiming such indemnification, or by the Association, in a court of competent jurisdiction.

## **ARTICLE VII NOTICES**

**Section 1.**     **Notices.** Unless otherwise specified, notices to an Owner shall be given in writing, by personal delivery, at the Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise requested in writing by an Owner and approved by the Board. Notices to the Board shall be served upon the Association's Statutory Agent on record with the Ohio Secretary of State.

**Section 2.**     **Time.** In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, this Code of Regulations or a resolution of the Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail. If notice is permitted to be given electronically, the notice shall be deemed to have been given on the date and time identified in the electronic timestamp as when the transmission was sent.

## **ARTICLE VIII TERM AND AMENDMENTS**

**Section 1.**     **Term.** The Association shall exist so long as the provisions of the Declaration are applicable to the Lots identified therein, and any Additional Property subjected to the Declaration in accordance therewith, subject to the duration set forth in Declaration Article X, Section 2.

**Section 2.**     **Amendments.** This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than two thirds of the total voting power of Members. The foregoing notwithstanding, any amendment terminating and dissolving the Association shall require the unanimous consent of all Owners.

**Section 3.**     This Code of Regulations shall also be deemed to be Bylaws as the same is defined in Chapter 5312 of the Ohio Revised Code.