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**AMENDED CODE OF REGULATIONS OF  
PEBBLEBROOK HOME OWNERS ASSOCIATION  
A NONPROFIT CORPORATION**

Feb 22, 2017

**ARTICLE I. INTRODUCTION**

**Definition of Regulations**

1.1 These Regulations constitute the code of rules adopted by Pebblebrook Home Owners Association for the regulation and management of its affairs.

**Purposes and Powers**

1.2 This Corporation will have the purposes or powers as stated in its Articles of Incorporation and whatever powers are or may be granted by the Nonprofit Corporation Law of the State of Ohio or any successor legislation.

1.3 The primary purposes of this Corporation are the enforcement or restrictions, and ownership and maintenance of property, and the maintenance of unimproved property and streets as the Association deems advisable.

**ARTICLE II. OFFICES AND STATUTORY AGENT**

**Principal and Branch Offices**

2.1 The principal place of business of this Limited Liability Corporation in Ohio will be located at a location determined by the Board of Trustees, and may be changed from time to time. In addition, the Corporation may maintain other offices either within or without the State of Ohio as its business requires.

2.2 The statutory agent for this corporation is Tyler W. Kahler, Esq., a resident of Ohio, whose address is 4670 Douglas Cir. NW, P.O. Box 35697, Canton, Ohio 44735.

**ARTICLE III. MEMBERSHIP**

**Definition of Membership**

3.1 The Members of this Corporation are those persons having Membership rights in accordance with the provisions of these Regulations.

**Class of Members**

3.2 This Corporation will have one class of Members that is designated as Members.

**Qualification of Members**

3.3 The qualifications and rights of the Members of the Membership class of this Corporation are as follows:

- (1) Members must be a lot owner of Pebblebrook No. 1 or Pebblebrook No. 2 or Lots 224-232, 236-257, 265-318, 338-369, 385-391 in Diamond Estates No. 5 in Stark County, Ohio, either as Home Owners in title, as holders of written leases for the term of at least one year or as holders of the deed to real property in Pebblebrook No. 1 or Pebblebrook No. 2 or Lots 224-232, 236-257, 265-318, 338-369, 385-391

in Diamond Estates No. 5, hereafter referred to as Pebblebrook Home Owners Association.

- (2) Members must be in good standing with this Corporation to exercise the rights and privileges associated with Membership.

#### **Members' Dues**

3.4 The annual dues payable to the Corporation by Members will be in the amount(s) determined from time to time by resolution of the Board of Trustees. The annual dues will be payable at or in advance of the Members' meeting, at the date so stated in the notice. Only those Members current with respect to due and other assessments shall be a Member in Good Standing. Only Members in Good Standing may vote at any Members' Meeting.

#### **Assessments**

3.5 Memberships will be subject to assessment as provided in the Restrictive Covenants of Pebblebrook Home Owners Association, this Code of Regulations, and pursuant to the Ohio Revised Code.

#### **Place of Members' Meetings**

3.6 Meetings of Members will be held at a location determined by the Board of Trustees, and may be changed from time to time.

#### **Annual Members' Meetings**

3.7 The annual meeting of the Members will be held during the first quarter of each year, at a location determined by the Board of Trustees, and may be changed from time to time.

#### **Special Members' Meetings**

- 3.8 Special meetings of the Members may be called by any of the following:
- (1) The Chairman of the Board of Trustees.
  - (2) The Board of Trustees.
  - (3) The President.
  - (4) The lesser of (a) 10 percent of the voting Members or (b) twenty-five of the voting Members.

#### **Notice of Members' Meetings**

3.9 Written or printed notice, stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, must be delivered not less than ten or more than sixty days before the date of the Members' meeting, either personally, by registered, certified or first class mail, by or at the direction of the President, the Secretary, or the officers or other persons or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, the notice will be deemed delivered when deposited in the United States mail addressed to the Member at the Member's address as it appears on the records of the Corporation, with postage prepaid.

#### **Voting Rights of Members**

3.10 There is one (1) vote per lot owned in Pebblebrook Home Owners Association. The vote needs to be from a qualified Member of the Corporation.

#### **Members' Proxy Voting**

3.11 A Member may vote either in person or by proxy executed in writing by the Member by his duly authorized attorney-in-fact. No proxy will be recognized as valid after eleven months from the date of its execution unless expressly provided otherwise in the proxy.

#### **Quorum of Members**

3.12 The number of votes represented in person or by proxy of those in attendance at a meeting shall constitute a quorum at a meeting of Members. The vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present is necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Nonprofit Corporation Law, the

Articles of Incorporation of the Corporation, or any provision of these Regulations.

**Transferability of Membership**

3.13 Membership in this Corporation is nontransferable and non-assignable.

**Termination of Membership**

3.14 Membership will terminate in this Corporation only upon a Member's sale of all property located in Pebblebrook Home Owners Association.

**ARTICLE IV. TRUSTEES**

4.1 The Board of Trustees is that group of persons vested with the management of the business and affairs of this Corporation.

**Structure of the Board**

4.2 The Board of Trustees of this Corporation will constitute a single class.

**Qualifications of Trustees**

4.3 The qualifications for becoming and remaining a Trustee of this Corporation are as follows:

- (1) Trustees must be residents of the State of Ohio.
- (2) Trustees need not be Members of this Corporation.

**Number of Trustees**

4.4 The number of Trustees of this Corporation will not be less than three (3) nor more than seven (7) at any time.

**Terms of Trustees**

4.5 The Trustees constituting the first Board of Trustees as named in the Articles of Incorporation will hold office until the first annual election of Trustees. Thereafter, Trustees will be elected for a term of one year. Each Trustee will hold office for the term for which the Trustee was elected and until a successor has been selected and qualified.

**Vacancies on the Board**

4.6 Any vacancy occurring on the Board of Trustees, and any directorship to be filled by reason of an increase in the number of Trustees, will be filled by appointment by a majority of the remaining Board of Trustees or the President. The new Trustee appointed to fill the vacancy will serve for the unexpired term of the predecessor in office.

**Location of Trustees' Meetings**

4.7 Meetings of the Board of Trustees, regular or special, will be held at a location determined by the Board of Trustees, and may be changed from time to time.

**Regular Trustees' Meetings**

4.8 Regular meetings of the Board of Trustees will be held at a location determined by the Board of Trustees, and may be changed from time to time. If the date set for the meeting falls on a legal business holiday, then the meeting will be held instead on the following day. This provision of the Regulations constitutes notice to all Trustees of all regular meetings, and no further notice shall be required, although further notice may be given.

**Call of Special Trustees' Meetings**

4.9 A special meeting of the Board of Trustees may be called by either:

- (1) The President.
- (2) The Vice President.
- (3) A majority of the Board of Trustees.

**Notice of Special Trustees' Meetings**

4.10 Written or printed notice stating the place, day and hours of any special meeting of the

Board of Trustees will be delivered to each Trustee not less than two or more than five days before the date of the meeting, either personally, by phone, by electronic mail or by first class mail, by or at the direction of the President, or the Secretary, or the Trustees calling the meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail addressed to the Trustee at the Trustee's address as it appears on the records of this Corporation, with postage prepaid. The notice need not state the business to be transacted at, or the purpose of, the meeting.

#### **Waiver of Notice**

4.11 Attendance of a Trustee at any meeting of the Board of Trustees will constitute a waiver of notice of that meeting except when the Trustee attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

#### **Quorum of Trustees**

4.12 A majority of the whole Board of Trustees will constitute a quorum, provided that in no event will a quorum consist of less than one third of the whole Board. The act of a majority of the Trustees present at a meeting at which a quorum is present will be the act of the Board of Trustees unless a greater number is required under the provisions of the Nonprofit Corporation Law, the Articles of Incorporation of this Corporation, or any provision of these Regulations.

### **ARTICLE V. OFFICERS**

#### **Roster of Officers**

5.01 The Officers of this Corporation will consist of the following personnel:

- (1) A President,
- (2) A Vice President,
- (3) A Secretary,
- (4) A Treasurer.

#### **Selection of Officers**

5.2 Each of the Officers of this Corporation will be elected and appointed annually by the Board of Trustees. Each Officer will remain in office until a successor to the office has been selected and qualified. Elections will be held at the Members' meeting of the Board of Trustees taking place on the first calendar quarter of each year or as noted by written notification. To be qualified to be an Officer, the candidate must be a Member in Good Standing, a professional manager, including corporate managers, or an individual who is a licensed attorney, accountant or realtor.

#### **Multiple Officeholders**

5.3 In any election of Officers, the Board of Trustees may elect and appoint a single person to more than one office simultaneously.

#### **President**

5.4 The President is the Chief Executive Officer of this Corporation and will, subject to the control of the Board of Trustees or any Committees, supervise and control the affairs of the Corporation. The President will perform all duties incident to the office and any other duties that may be required by these Regulations or prescribed by the Board of Trustees.

#### **Vice President**

5.5 The Vice President will perform all duties and exercise all powers of the President when the President is absent or is otherwise unable to act. The Vice President will perform any other duties that may be prescribed by the Board of Trustees.

#### **Secretary**

5.6 The Secretary will keep minutes of all meetings of Members and of the Board of Trustees, be the custodian of the corporate records, give all notices as are required by law or

by these Regulations and, generally, perform all duties incident to the office of Secretary and any other duties as may be required by law, by the Articles of Incorporation, or by these Regulations, or that may be assigned by the Board of Trustees.

#### **Treasurer**

5.7 The Treasurer will have charge and custody of all funds of this Corporation, and will deposit the funds as required by the Board of Trustees, keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, render reports and accountings to the Trustees and to the Members as required by the Board of Trustees or by Members or by law. The Treasurer will perform in general all duties incident to the Office of Treasurer and any other duties as may be required by law, by the Articles of Incorporation, or by these Regulations, or that may be assigned by the Board of Trustees.

#### **Removal of Officers**

5.8 Any Officer elected or appointed to office may be removed by the persons authorized under these Regulations to elect or appoint Officers whenever in their judgment the best interests of this Corporation will be served. However, any removal will be without prejudice to any contract rights of the Officer so removed.

### **ARTICLE VI. INFORMAL ACTION**

#### **Waiver of Notice**

6.1 Whenever any notice whatever is required to be given under the provisions of the Nonprofit Corporation Law, the Articles of Incorporation of this Corporation, or these Regulations, a waiver of the notice in writing signed by the person or persons entitled to notice, whether before or after the time stated in the waiver, will be deemed equivalent to the giving of the notice. The waiver must, in the case of a special meeting of Members, specify the general nature of the business to be transacted.

#### **Action by Consent**

6.2 Any action required by law or under the Articles of Incorporation of this Corporation or these Regulations, or any action that otherwise may be taken at a meeting of either the Members or Board of Trustees, may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all the persons entitled to vote with regard to the subject matter of the consent, or all Trustees in office, and filed with the Secretary of the Corporation.

### **ARTICLE VII. OPERATIONS**

#### **Fiscal Year**

7.1 The fiscal year of this corporation will be the calendar year.

#### **Execution of Documents**

7.2 Except as otherwise provided by law, checks, drafts, promissory notes, orders for payment of money, and other evidences of indebtedness of this Corporation will be signed by the Treasurer and countersigned by the President. Contracts, leases, or other instruments executed in the name of and behalf of the Corporation will be signed by the Secretary and countersigned by the President, and will have attached copies of the resolutions of the Board of Trustees certified by the Secretary authorizing their execution.

#### **Books and Records**

7.3 This Corporation will keep correct and complete books and records of account, and will also keep minutes of the proceedings of its Members, Board of Trustees, and Executive Committees. The Corporation will keep at its principal place of business a Membership register giving the names, addresses, classes, and other details of the Membership of each Member, and the original or a copy of its Regulations including amendments to date certified by the Secretary of the Corporation.

#### **Inspection of Books and Records**

7.4 All books and records of this Corporation may be inspected by any Member, or the Member's agent or attorney, for any proper purpose at any reasonable time on written demand under oath stating the purpose of the inspection.

#### **Nonprofit Operations**

7.5 This Corporation will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Corporation will be distributed to its Members, Trustees, or Officers. However, the Corporation may pay compensation in a reasonable amount to Members, Officers or Trustees for services rendered.

#### **Loans to Management**

7.6 This Corporation will make no loans to any of its Trustees or Officers or to any of its key management or other personnel.

### ARTICLE VIII. COLLECTIONS, ENFORCEMENT AND LIENS

#### **Dues, Annual Assessments and Special Assessments**

8.1 Annual dues for the Members of the corporation shall be as determined by the Board of Trustees. In determining the dollar amount of the annual dues, the Board of Trustees shall be limited by a standard of reasonableness when budgeting for the upcoming year and shall also consider the need to hold in reserve sufficient additional funds for special limited emergency action (see details below). Dues may not be increased more than three percent (3%) over the previous year, nor more than a total of seven percent (7%) in any 3-year period.

8.2 Each Member shall pay upon demand an annual assessment in such amount as may be fixed by the Board of Trustees.

8.3 As deemed necessary by the Board of Trustees, special assessments will be called for to cover non-recurring emergency expenses or legal fees or legal costs and expenses as required to enforce the Restrictive Covenants and/or this Code of Regulations. Such a special assessment shall not prevent the Board of Trustees from seeking the recovery of legal fees, legal costs and legal expenses from an individual Member who has been found by a court to have violated the Deed Restrictions and/or this Code of Regulations.

8.5 Said special assessments, except for those required for special limited emergency actions (see below), will be made only after approval by a majority vote of Members in good dues standing who are present, in person or by proxy, at an emergency general meeting to be scheduled by the Board of Trustees, pursuant to Section 3.08.

#### **Collections Policy**

8.6 After two written notices, each at least thirty (30) days apart, to a Member who is delinquent for more than thirty (30) days in the payment of annual dues, annual assessments, or special assessments, the Board of Trustees, at its discretion, may certify the amount owed and record the same as a lien upon the real property of the delinquent Member. Any Member who is delinquent for a period of three (3) months or more shall owe, as liquidated damages, the sum of twenty five dollars (\$25.00) in 2016 dollars or the equivalent in current dollars, calculated based upon the U.S. Department of Labor's Consumer Price Index for Urban Wage Earners and Clerical Workers in the Cleveland-Akron Metro Area, said sum being in addition to all other amounts authorized by this Article to be imposed as a lien. In addition, the Board of Trustees, at its discretion, may elect to (a) take action through an outside collection agency to collect payment for the delinquent dues and/or assessments, or (b) retain an attorney for the purpose of taking action against the delinquent Member. The use of a collection agency does not preclude the Board of Trustees from later electing to retain an attorney.

#### **Liens**

8.7 If a lien is imposed, any legal fees, recording fees, and other expenses shall be imposed upon the delinquent Member as an assessment, and shall be included in any lien

imposed. The delinquent Member shall also be responsible for any legal fees, recording fees, and other expenses relating to the release of said lien.

8.8 A lien imposed shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and the lien of a bona fide first mortgage which has been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Board of Trustees.

8.9 In a voluntary conveyance of a Member's real property, the grantee of the real property shall be jointly and severally liable with the grantor for all unpaid annual dues, annual assessments, or special assessments, as well as all other amounts provided for herein that are included in the lien, up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

#### **Agents and Attorneys**

8.10 If the Board of Trustees elects to retain an outside collection agency, any collection costs incurred shall be imposed upon the delinquent Member, and the amount imposed shall be imposed upon the delinquent Member as an assessment, and shall be included in any lien imposed.

8.11 If the Board of Trustees elects to retain an attorney or law firm with respect to collecting or attempting to collect from the delinquent Member, all legal fees, court costs, and other expenses incurred shall be imposed upon the delinquent Member as an assessment, and shall be included in any lien imposed. The delinquent Member shall also be liable for all legal fees, court costs, and other expenses with respect to the delinquent Member incurred after the filing of a lien, and the same shall be awarded by a court to the Board of Trustees.

#### **Delinquent Members**

8.12 Any Member who is currently delinquent in the payment of annual dues, annual assessments, or special assessments as of the effective date of this amended Code of Regulations shall be given written notice, given by mailing the same to said delinquent Member at his or her address as it appears on the record of the corporation or by hand delivery, of the effectiveness of this Article. Upon the Board of Trustees giving notice, the delinquent Member shall have a grace period of thirty (30) calendar days to bring his or her account current. Upon the expiration of the thirty (30) day grace period, the Board of Trustees may impose a lien, retain an outside collection agency, or retain an attorney with respect to collecting or attempting to collect from the delinquent Member, without further notice to the delinquent Member. In addition, following the grace period of thirty (30) days, any Member who remains delinquent shall owe, as liquidated damages, the sum of twenty five dollars (\$25.00) in 2016 dollars or the equivalent in current dollars, calculated based upon the U.S. Department of Labor's Consumer Price Index for Urban Wage Earners and Clerical Workers in the Cleveland-Akron Metro Area, said sum being in addition to all other amounts authorized by this Article to be imposed as a lien. Nothing in this paragraph shall apply to any Member who becomes delinquent upon future payments due and payable after the effectiveness of this Amendment.

#### **Waiver of Restrictive Covenants**

8.13 If a provision of the Restrictive Covenants may be waived by the Board of Trustees, such waiver is in the sole discretion of the Board of Trustees, unless the Restrictive Covenants or the Ohio Revised Code specifies otherwise. If a waiver is granted, the waiver is specific only to the Member granted the waiver. The waiver shall not run with the land, and expires at the earlier of a date stated by the terms of the waiver or upon the Member's sale of the property granted the waiver.

8.14 The Board of Trustee's decision to not take action to enforce one or more provisions of the Restrictive Covenants against one or more Members shall not be construed as a waiver of the provision.

ARTICLE IX. AMENDMENT

**Modification of Regulations**

9.1 The power to alter, amend, or repeal these Regulations, or to adopt new Regulations, to the extent allowed by law, is vested in the voting Members. These Regulations may be altered, amended, or repealed, by the voting Members at a meeting held for that purpose, by the affirmative vote of a majority of the voting Members present, if a quorum is present.

9.2 The Regulations were initially adopted by the incorporators by the affirmative vote of a majority of the incorporators on September 18, 1998, at North Canton, Stark County, Ohio, and continued by affirmative vote of a majority of the Members of Pebblebrook Home Owners Association.

9.3 These Amended Regulations were adopted, as an amendment pursuant to Section 8.1 of the Regulations, by the voting Members at a meeting held for that purpose, where a quorum was present and the majority of the voting Members present cast an affirmative vote in favor of the amendment.

The undersigned, David Riley, President, and James T. Williams Vice President, of the Pebblebrook Home Owners Association, certifies that the Ballots, including Proxy Ballots, dated Feb 22 2017 the majority of the voting Members present at a meeting held for the purpose of voting on these Amended Regulations, cast an affirmative vote in favor of these Amended Regulations.

PEBBLEBROOK HOME OWNERS ASSOCIATION

By: [Signature]  
President

By: [Signature]  
Vice President

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared David Riley, President, and James T. Williams Vice President, of the Pebblebrook Home Owners Association, who acknowledged that they signed the foregoing instrument and that the same is the free act and deed of the Corporation and of the President and Vice President of the Corporation.

[Signature]  
Notary Public



Tyler W. Kahler, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.

Prepared by:  
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