

TRANSFER NOT NECESSARY

*Janette Cussey*

KNOX COUNTY AUDITOR



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## BYLAWS

### Centerburg Meadows Homeowners Association, Inc.

#### ARTICLE I NAME; LOCATION; PURPOSE

The name of the Association is Centerburg Meadows Homeowners Association, Inc. ("the Association") which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The principal purpose of the Association is to enforce the provisions of the Declaration of Covenants, Easements, Conditions, and Restrictions of all phases of the Centerburg Meadows Subdivision, including but not limited to maintenance of entrance signs and associated landscaping and maintenance beautification of the subdivision as a whole. The principal office of the Association shall be at such place in Knox County, Ohio as the Board of Trustees ("the Board") may designate and the place of meetings of Unit owners ("members") and of the Trustees of the Association shall be at such place in Knox County, Ohio, as the Board designates.

#### ARTICLE II DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Covenants, Easements, Conditions, and Restrictions for Centerburg Meadows Subdivision, as to Phase II, Section I and Phase II, Section II, recorded in Official Records Volume 999, Page 398, and the First Supplement thereto, recorded in Official Record Volume 1087, Page 736 with the Recorder of Knox County, Ohio, and any subsequent amendments thereto or for subsequent phases of the Centerburg Meadows Subdivision ("the Declaration").

*ENU.*

**ARTICLE III**  
**QUALIFICATIONS OF MEMBERS; MEETINGS**

Section 1. Composition. Each Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Excluding the first members' meeting, regular annual meetings of the members shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board. Annual meetings need not be held while Schlabach Builders, Ltd., the Developer as defined in the Declaration, retains control over the Association.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board, upon written request of Schlabach Builders, Ltd., the Developer as defined in the Declaration, or upon written request of members other than the Developer entitled to exercise one-fourth (1/4) or more of the voting power of members other than the Developer.

Section 4. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not more than sixty (60) and not less than seven (7) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, or by personally delivering a copy of the notice at such address, not more than sixty (60) and not less than seven (7) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. Twenty-five percent (25%) of the total number of Members of the Association shall be present at any duly called and noticed meeting, in person or by proxy, to constitute a quorum for such meeting, except that any meeting to repeal or amend these Regulations under Article IX and Article X shall require a quorum of Fifty-one percent (51%) of the total number of Members.

Section 6. Proxies. At any meeting of members a member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. The person authorized to vote via proxy shall also be a member of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by members of his, her, or its lot in the subdivision, or upon receipt of written notice of the revocation of the proxy by the secretary.

Section 7. Voting Power. Except as otherwise provided in the Declaration, or by law, a majority of the voting power of members voting on any matter that may be determined by the members at a duly called and noticed meeting shall be sufficient to determine that matter.

Roberts Rules of Order shall apply to the conduct of all meetings of members unless changed by affirmative vote of the members.

Section 8. Action In Writing Without Meeting. Any action that could be taken by members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of members having not less than a majority of the voting power of members, except that an action to repeal or amend these Regulations, absent a meeting, shall be governed by Article IX herein.

#### **ARTICLE IV COVENANT FOR MAINTENANCE ASSESMENTS**

Section 1. Common Expenses Assessments. The Board of Trustees of the Association shall assess the common expense liability for each lot at least annually, based on a budget the Board adopts at least annually. The common expense liability includes all costs the Association incurs in the administration, governance and maintenance of the planned community, including but not limited to the costs for administration, operation, maintenance, repair, and replacement of common elements. The common expense liability of each Lot shall be allocated equally among all lots. The Board may charge interest on any past due assessment or installment at the rate the Board established, not to exceed any maximum rate permitted by law.

Section 2. Individual Lot Assessments. The Association may assess an individual lot for any of the following:

- (a) Enforcement assessments and individual assessments for utility service and the expenses the Board incurs in collecting those assessments;
- (b) Costs of maintenance, repair, or replacement incurred due to the willful or negligent act of an owner or occupant of a lot or their family, tenants, guests, or invitees, including but not limited to, attorney's fees, court costs, and other expenses;
- (c) Costs associated with the enforcement of the declaration or the rules and regulations of the Association, including, but not limited to, attorney's fees, court costs, and other expenses;
- (d) Costs or charges otherwise permitted by these bylaws.

Section 3. Credit of Funds Received. Funds received from an owner by the Association shall be credited in the following order:

- (a) To interest owed to the Association;
- (b) To administrative late fees or enforcement assessments owed the Association;
- (c) To collection costs, attorney's fees, and paralegal fees the Association incurred in collecting any assessment;
- (d) To the oldest principal amounts the owner owes to the Association for the common expenses

chargeable against the lot.

Section 4. Notice Prior to Damages Assessment. Prior to imposing a charge or assessment for damages or an enforcement assessment, the Board shall give the owner a written notice that includes the following:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or assessment;
- (c) A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;
- (d) A statement setting forth the procedures to request a hearing;
- (e) A reasonable date by which the owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable.

Section 5. Procedure to Request a Hearing. To request a hearing, the owner shall deliver a written notice to the Board not later than the tenth day after receiving the notice required by this section. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

If the owner requests a hearing, at least seven days prior to the hearing the Board shall provide the owner with a written notice that includes the date, time, and location of the hearing. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this section. Within thirty days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the owner.

Any written notice required by this Section 5 shall be delivered to the owner or any occupant of the dwelling unit by personal delivery, certified mail return receipt requested, or regular mail.

Section 6. Lien for Assessment or Charge. The Association has a lien upon the estate or interest in any lot for the payment of any assessment or charge levied in accordance with law and these bylaws, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, that are chargeable against the lot and that remain unpaid ten days after any portion has become due and payable.

The lien is effective on the date that a certificate of lien is filed for record in the office of the recorder of the county in which the lot is situated, pursuant to authorization by the Board. The certificate shall contain a description of the lot, the name of the record owner of the lot, and the amount of the unpaid assessment or charge. It shall be subscribed by the president of the Board or other designated representative of the Association.

The lien is a continuing lien upon the lot against which each assessment or charge is made, subject to automatic adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, attorney's fees, collection fees, court costs, and paralegal

fees.

The lien is prior to any lien or encumbrance subsequently arising or created, except for liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed upon in the same manner as a mortgage on real property in an action brought by the Association.

#### **ARTICLE IV BOARD OF TRUSTEES**

Section 1. Initial Trustees. The initial Trustees shall be those two persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by the Developer.

Section 2. Successor Trustees. The election of successor Trustees shall take place upon the transfer of the rights and duties in the Declaration to the Association. The Board of Trustees, except for the initial Trustees, shall consist of three (3) Trustees, each of whom shall be a member of the Association. The election of Trustees shall take place at the annual meeting of the members, or at a special meeting called for that purpose.

Section 3. Removal. During any period of Developer control over the Association as stated in the Declaration, the Developer may remove any Trustee with or without cause at any time. When the Developer no longer controls the Association, any Trustee may be removed from the Board with or without cause, by the vote of members holding at least 67% of the voting power of the members. In the event of the death, resignation or removal of a Trustee, other than one named in the Articles or a substitute selected by the Developer, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of members, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Developer shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Developer, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit Owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the members shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more members appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. The election of Trustees shall take place at the annual meeting of the Members, or at a special meeting called for that purpose, and shall be by ballot or voice vote, at the discretion of the meeting chair. Terms of the Trustees shall begin the first of the month

following the annual Members meeting. At the initial election of Trustees, the candidate receiving the most votes shall serve a three (3) year term, the candidate getting the second most votes shall serve a two (2) year term and the candidate receiving the third most votes shall serve a one (1) year term. In the event of a tie, Developer shall designate the duration of the term each tied candidate is to serve. After such initial election, Trustees shall be elected for three (3) years, and shall continue in office until their successors are elected and qualified.

Vacancies of the Board of Trustees during the year may be filled by the remaining Trustees of the Board, which replacement shall serve until the next annual meeting. The Board shall fill a vacancy if such vacancy caused the number of Trustees to be less than three (3).

Section 6. Compensation. Unless otherwise determined by the members at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two Trustees, after not less than three days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. A vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Conduct of Meetings. No owner other than a Trustee may attend or participate in any discussion or deliberation of a meeting of the Board unless the Board expressly authorizes that owner to attend or participate. A meeting of the Board may be held by any method of communication, including electronic or telephonic communication provided that each member of the Board can hear (in the case of telephonic) or view (in the case of other electronic methods), participate and respond to every other member of the Board.

Section 12. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 13. Powers. The Board shall exercise all powers and authority, under law, that are not specifically and exclusively reserved to the members by law, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Declaration;
- (b) obtain insurance coverage for the Association;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the entrance signs and associated landscaping;
- (e) establish, enforce, levy and collect assessments in an amount to be determined necessary by the members;
- (f) adopt and publish rules and regulations;
- (g) detailing the procedures for discharging the Associations' responsibilities with regard to the administration of the subdivision, so long as the same are not in conflict with the Declaration;
- (h) establishing penalties for the infraction thereof;
- (i) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declaration);
- (j) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;
- (k) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the subdivision;
- (l) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
- (m) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the pledge of the Association's right to future income and to levy assessments upon the members;
- (n) to engage the services of a manager or managing agent and set forth the duties and salary of said person;
- (o) do all things and take all actions permitted to be taken by the Association by law.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting of members, or at any special meeting when such statement is requested in writing by members representing one-half (1/2) or more of the voting power of members;
- (b) supervise all officers, agents and employees of the Association and see that their duties are

- properly performed;
- (c) as more fully provided in the Declaration, to elect an Architectural Control Committee consisting of three members.
  - (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
  - (e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;
  - (f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
  - (g) cause the restrictions created by the Declaration to be enforced; and
  - (h) take all other actions required to comply with all requirements of law and the Declaration.

Section 15. Discrimination. The Board shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to Chapter 4112 of the Revised Code.

## **ARTICLE V OFFICERS**

Section 1. Enumeration of Offices. The officers of this Association shall be a president, vice-president, secretary, treasurer and such other officers as the Board may from time to time determine. All officers shall be a member of the Association. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be promulgated as the Board may from time to time determine. However, unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) **President.** The president shall preside at all meetings of the Board and of the members, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of the president's absence or refusal to act
- (c) **Secretary.** The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the members, serve notice of meetings of the Board and of the members, keep appropriate current records showing the names of members of the Association together with their addresses.
- (d) **Treasurer.** The treasurer shall assume responsibility for: the receipt and deposit in such bank accounts and investment of funds in such vehicles as the Board directs; the disbursement of such funds as directed by the Board; the keeping of proper books of account; the preparation of an annual budget and a statement of income and expenditures to be presented to the members at annual meetings; and the delivery or mailing of a copy of the budget or statement of income to each of the members.

## **ARTICLE VI COMMITTEES**

The Board shall appoint a nominating committee, an Architectural Control Committee per the terms of the Declaration, and such other committees as it deems appropriate in carrying out its purposes.

## **ARTICLE VII BOOKS AND RECORDS**

The Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, its governing documents (current copies of the Declaration, By-Laws and Articles); current rules and regulations; names and addresses of the members; actions (board resolutions, minutes of all meetings of members and the Board, etc.); documents relating to its financial condition (all receipts and expenditures, budget, financial statements showing the allocation, distribution and collection of the common profits, losses and expenses among and from the members, etc.) and annual audited financial statements when such are prepared.

Any Member, duly authorized agent of any Member, or duly authorized prospective purchaser, may examine and copy any of the foregoing books, records and financial statements during normal business hours pursuant to reasonable standards established by the Board, which may include, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. Notwithstanding the foregoing, the Association shall not be required to permit the examination and copying of any of the following:

- (1) information that pertains to Association personnel matters;
- (2) communications with legal counsel or attorney work product pertaining to pending litigation or other Association related matters or Board discussions which were not open to Members generally pursuant to Article IV, Section II.
- (3) information that pertains to contracts or transactions currently under negotiation or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (4) information that relates to the enforcement of the Declaration, By-Laws, or rules and regulations of the Association against members; or
- (5) information the disclosure of which is prohibited by state or federal law.

#### **ARTICLE VIII FISCAL YEAR**

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

#### **ARTICLE IX AMENDMENTS**

These Bylaws may be repealed, amended or changed by the initial Trustees at any time until the last lot has been sold by Developer or the Association has been turned over to the members, whichever occurs last, hereinafter the Turnover Date. After the Turnover Date, these bylaws may be repealed, amended or changed by a vote of at least 75% of the members at a meeting held for that purpose or in writing, notice of which has been given as provided in Article III herein. No amendment to these Bylaws shall be effective until filed in the office of the county recorder.

#### **ARTICLE X DISSOLUTION**

A vote to dissolve the Association and terminate or cancel the Declaration may only be accomplished upon the unanimous consent of all owners. Upon the dissolution of the Association, assets shall be distributed for one or more exempt purposes within the meaning of

section 501(c)(3) or 501(c)(4) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government for a public purpose.

These Bylaws have been adopted by the initial Trustees of the Centerburg Meadows Homeowners Association, Inc. at a Meeting of the Members held March 10, 2017.

Roy A. Schlabach  
Roy A. Schlabach, Initial Trustee

James R. Schlabach  
James R. Schlabach, Initial Trustee

Attest:

Pete Wilty

STATE OF OHIO, COUNTY OF HOLMES, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Centerburg Meadows Homeowners Association., Inc. by Roy A. Schlabach and James R. Schlabach, Its Initial Trustees, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said non-profit corporation, and the free act and deed of them personally and as its initial trustees.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Millersburg, Ohio, this 10 day of March, 2017.



PETE L HILTY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
July 31, 2017

Pete Wilty  
Notary Public