

Draft 06/19/2023

AMENDED & RESTATED CODE OF REGULATIONS

OF

ORANGEWOOD HOMES ASSOCIATION, INC.

Date Approved 11/18/2025

ORANGEWOOD HOMES ASSOCIATION, INC.
AMENDED & RESTATED CODE OF REGULATIONS

This Code of Regulations (the “Code” or “Bylaws”) is promulgated pursuant to in the Declaration of Covenants and Restrictions recorded in Volume 12948 Page 407 of the Cuyahoga County Land Records (“Declaration”) for **ORANGEWOOD HOMES ASSOCIATION, INC.**, an Ohio non profit corporation (“Association”). Their purpose is to provide for the establishment of a homeowners association for the government of the Association in the manner provided for by the Declaration and these Bylaws. All present and future Lot Owners, tenants, their employees, invitees or any other person who might use the facilities of the Property in any manner shall be subject to the covenants, provisions, or regulations as contained in the Declaration and these Bylaws, and such persons shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Directors of the Association. The mere acquisition or rental of any of the Lots and Homes located within the Property described in the Declaration, or the mere act of occupancy of any of the Lots will constitute acceptance and ratification of the Declaration and these Bylaws and the rules and regulations adopted pursuant thereto.

ARTICLE I: THE ASSOCIATION

Section 1: Name and Purpose of the Association.

The name of this Association is **ORANGEWOOD HOMES ASSOCIATION, INC.** and its sole purpose shall be to manage, govern and control the common areas and the Owners of Lots therein, in accordance with the Declaration of Covenants and Restrictions for the Association and in accordance with these Bylaws. The Association has been incorporated under the laws of the State of Ohio as a Nonprofit Corporation.

Section 2: Membership.

Each Lot Owner, upon the acquisition of title to a Lot, shall automatically be a Member of the Association. Such Membership shall terminate upon the sale or other disposition of title by such Member of their Lot, at which time the new owner of such Lot shall become a Member of the Association.

When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, but for quorum, voting, consenting and all other rights of Membership, such person shall collectively be counted as a single Member and entitled to one (1) vote for each such Lot, which vote shall be exercised collectively.

Section 3: Voting.

Except as provided in Article III, Section 2 of the Declaration, each Lot Owner shall have equal voting power. This voting power can be exercised by the Owner or Owners of a Lot, his or her heirs, assigns, devisees, or personal representatives.

Section 4: Meetings.

4.1 Annual Meeting.

There shall be an annual meeting of the Lot Owners held in Cuyahoga County, Ohio at least once each year at a time and place determined by the Board then in office. At the Annual Meeting, the Lot Owners shall elect the necessary Member or Members to the Board for the year ensuing. At the Annual Meeting any matters concerning the welfare of the Lot Owners may be discussed and referred to the Board for proper action. The Annual Meeting shall be presided over by the President or other officer.

4.2 Special Meetings.

Special Meetings may be called by the President, Vice President, Secretary or Treasurer, or by Lot Owners constituting at least fifty percent (50%) of the voting power, by written notice emailed or mailed to each Lot Owner at least thirty (30) days prior to such meeting, the time and place for which must be shown in such notice. Notice of such meeting may be waived in writing by those entitled to notice. Special Meetings shall be presided over and conducted by the President, or in his or her absence, the Vice President, Secretary or Treasurer in that order. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

4.3 Actions Without a Meeting.

All actions which may be taken at a meeting of the Association (except the removal of Officers) may also be taken without a meeting provided the consent of each required Member of the Association is obtained, in writing, and signed by each such Member, and such written consent shall be filed with the minutes and proceedings of the Association.

4.4 Proxy.

Members may vote or act either in person or by proxy. A person appointed as proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on their behalf shall be made in writing to the Secretary of the Association and shall be revocable at any time by delivery of a written revocation to the Secretary of the Association.

4.5 Quorum.

To constitute a quorum at the Annual Meeting, or any Special Meeting, at least sixty percent (60%) of the voting power of the Association must be present; if not, a majority present may adjourn the meeting to a day certain.

If quorum is not present, a Special Meeting shall be called as provided in Article V, Section 6 of the Declaration and the quorum shall be adjusted as set forth in Article V, Section 6 of the Declaration.

At each meeting of the members at which a quorum is present, all questions, business & votes shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declarations or these Bylaws.

ARTICLE II: BOARD OF DIRECTORS

Section 1: Number and Qualifications.

The Board shall consist of at least three (3) persons and not more than eleven (11) persons, all of whom must be Owners of a Lot.

Section 2: Election of the Board.

The Members of the Board shall be elected at each Annual Meeting of the Members of the Association, or at a Special Meeting called for the purpose of electing Board Members. At meetings of Members of the Association at which Directors are to be elected, the directors receiving the greatest number of votes shall be elected with one (1) vote cast by each Member.

For purposes of this Code of Regulations, Members of the Board and Directors of the Board are used interchangeably.

Section 3: Term of Office; Compensation.

All Board Members elected shall serve for a one (1) year term until a successor is elected, or until such Board Member's earlier resignation from office, removal from office, or death. Members of the Board shall serve without compensation; provided a board member serving as the Executive Director or another position as outlined in Article III Section 4, may receive such compensation as is approved by the Board.

Section 4: Vacancies and Resignations.

In the event of the occurrence of any vacancy or vacancies in the Board, the remaining Board Members, though less than a majority of the authorized number of Board Members, may, by the vote of a majority of their number, fill any vacancy for the unexpired term. Any Board Member may resign at any time by written or emailed statement to that effect delivered to the Secretary and/or Treasurer of the Association, such resignation to take effect immediately or at such other time as the Board Member may specify.

Section 5: Powers and Duties.

The Board shall have the duty to direct the management of the operation of the Common Areas and exercise the powers of the Association, except as otherwise provided in these Bylaws or in the Declaration, and shall also have such other powers as shall be delegated to it by the Association.

Section 6: Annual Organizational Meeting.

Immediately after each Annual Meeting of the Members of the Association, the newly elected Board Members, and those Board Members whose terms hold over, shall hold an Organizational Meeting for the purposes of electing Officers and transacting any other business. Notice of such meeting need not be given.

Section 7: Regular Meetings.

Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board Members. Such meetings shall be held within Cuyahoga County, Ohio unless otherwise agreed to by a majority of the Board.

Section 8: Special Meetings.

Special Meetings of the Board may be held at any time upon call by the President or any two (2) Board Members. Notice of the time and place of each meeting shall be given to each Board Member, either by personal delivery, or by email, mail, facsimile, telegram, or telephone at least two (2) days before the meeting. If two (2) day notice is given by telephone, a written follow-up notice should subsequently also be given, but said follow-up written notice may be outside of the two days of the meeting. Said notice need not specify the purpose of the meeting; provided, however, that attendance of any Board Member at any such meeting without protesting prior to or at the commencement of the meeting, shall be deemed to be waiver of notice by him. Such notice may be waived in writing, either before or after such meeting, by any Board Member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting of the Board.

Section 9: Actions Without a Meeting.

All actions which must be taken at a meeting of the Board may be taken without a meeting with the unanimous consent in writing (which may include email) of all the Members of the Board which shall be filed with the minutes and proceedings of the Board.

Section 10: Quorum.

A quorum of the Board shall consist of a majority of all the Members of the Board being present at any meeting duly held either in person, over the phone, via Zoom, or other similar method. Whether or not a quorum is present, any meeting may be adjourned from time to time; if any meeting is adjourned, notice of such adjournment is fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a

majority vote of those present, except as may be otherwise expressly provided in the Declaration and these Bylaws.

Section 11: Removal Procedure.

At any regular or special meeting of the Members of the Association duly called, at which a quorum is present, any one (1) or more of the Members of the Board may be removed, with or without cause, by a vote of the Members entitled to exercise at least **Sixty Percent (60%)** of the voting power of the Association. Any Board Member whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meetings. A successor or successors to such Board Member or Board Members so removed may then and there be elected to fill the vacancy or vacancies thus created. The vacancy shall be filled by the remaining Board Members as they see fit until the next annual election.

Section 12: Bond and Insurance.

The Board may require that all Officers and employees of the Association handling or responsible for Association funds furnish adequate financial responsibility bonds. If funds are being handled by a professional management company who is adequately bonded, then no bond will be required of any officer or Board Member. The Association may also obtain insurance for the Association, Board Members and Officers of the Association upon such terms as are approved by the Board. Premiums on such bonds or insurance shall be paid by the Association and shall be a common expense.

Section 13: Conflicts

In the event a Member of the Board has a conflict of interest, it must be disclosed, and such conflicted Board Member shall not vote on such matter.

ARTICLE III: OFFICERS

Section 1: Election of Officers; Appointments.

At the Annual Organizational Meeting of the Board, held after the Annual Meeting of the Homeowners Association, if a quorum shall be present, the Board shall elect Officers and appoint the Executive Director. The Board may also appoint an executive committee or any special committees.

The Officers of the Association are the:

- (i) President
- (ii) Vice President
- (iii) Secretary
- (iv) Treasurer

All Officers must be a Member of the Board. The same Member may hold more than one Officer position. The President and Executive Director may be the same person.

Section 2: Term of Office, Removal, Vacancies.

The Officers of the Association shall be elected for a term of one (1) year by the Board and shall serve until their successors are elected and qualified. Any Officer or employee elected or appointed by the Board may be removed at any time upon a vote of a majority of the Board. A Director may resign from the Board at any time by providing written notice to the Association. Any vacancy in any office may be filled by the Board upon a vote of a majority of the Board then remaining.

Section 3: Powers and Duties.

The President shall conduct all meetings of the Association and of the Board; the Vice President, the Secretary or Treasurer, in that order, shall act in the absence of the President. The Executive Director and/or Secretary shall keep the minutes of the Association and the Board meetings and shall make a proper record of the minutes. The Executive Director and/or Treasurer shall handle the financial affairs of the Association, including the deposit of funds, payment of bills, signing of checks of the Association as authorized by the Board, and shall prepare and maintain all records of all such transactions.

(“Financial Duties”): The Board can select another person(s) to assist the Executive Director and/or Treasurer in performing the Financial Duties.

The Executive Director shall be responsible for the day to day operations of the Association including the ability to execute contracts for the Association as approved by the Board.

Section 4: Compensation to the Executive Director.

The Executive Director, and/or the person(s) designated by the Board to be responsible for Financial Duties, shall be paid a reasonable compensation for services rendered to the Association as determined annually by the Board.

Section 5: Architectural Review Board

The Association shall have an Architectural Review Board committee which shall consist of the Executive Director (and/or a Board Member) and at least two (2) other Architectural Review Board committee members selected by the Board. Members of the Architectural Review Board committee are not required to be a Member of the Board but must be a Member of the Association unless waived by the Board.

The Architectural Review Board committee shall prepare general standards for the design and appearance of the Common Areas (the “Design Review Manual”) which shall be approved and adopted by the Board. A copy of the current Design Review Manual shall be available to all Members upon request or placed on the Association’s website. Any property projects referenced in

the Design Review Manual must be submitted by the Lot Owners for approval prior to the commencement of said project.

The Architectural Review Board committee shall review requests submitted by Lot Owners for approvals for matter subject to the Design Review Manual and communicate with any Lot Owner seeking such review and approval of matters submitted to the Architectural Review Board, which communication may include in person meetings, telephone or video calls or email communications.

Section 6: Operations Committee

The Association shall have an Operations Committee which shall consist of the Executive Director (and/or a Board Member) and at least two (2) other Operations Committee members selected by the Board. Members of the Operations Committee are not required to be a Member of the Board but must be a Member of the Association unless waived by the Board.

The Operations Committee shall prepare general standards for the maintenance and operations of the Common Areas and the maintenance for each Lot (the "Operations Standards") which shall be approved and adopted by the Board. A copy of the current Operations Standards shall be available to all Members upon request or placed on the Association's website.

Any property projects by Members referenced in the Operations Standards must be submitted by the Owners of the Lot for approval by the Association prior to the commencement of said project.

ARTICLE IV: INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS

Section 1: Indemnification.

The Association shall indemnify its directors, officers, employees and agents to the extent permitted by the Nonprofit Corporation Law of Ohio.

The indemnification provided by this Section shall not be deemed exclusive of, or in any way to limit any other rights to which any person seeking indemnification may be or may become entitled as a matter of law, by the articles, regulations, agreements, insurance, vote of Lot Owners, vote of disinterested directors, or otherwise, with respect to action in his/her official capacity, and shall continue to a person who has ceased to be a directors, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a directors, officer, employee, or agent of the Association, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his status, as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this Article, or of the Ohio Nonprofit Corporation Law.

Section 2: Indemnification by Lot Owner.

The Directors and Officers of the Association shall not be personally liable to the Lot Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Lot Owners shall indemnify, defend, and hold harmless each of the Directors and Officers of the Association against all contractual liabilities to third parties arising out of contracts made on behalf of the Association except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws.

Section 3: Cost of Indemnification.

Any sum paid or advanced by the Association under this Section shall constitute a Common Expense. The Directors shall have the power and responsibility to raise, by assessment or otherwise, any sums required to discharge the Association's obligations under this Section; the amount of such assessment shall be in the same amount for each Lot.

Section 4: Validity.

If any part of this Article shall be found, in any action, suit or proceeding, to be invalid or ineffective, the validity and the effect of the remaining parts shall not be affected.

ARTICLE V: GENERAL POWERS OF THE ASSOCIATION

Section 1: Rules, Standards, and Regulations.

The Association, by vote of a majority of the Board, may adopt such reasonable rules, standards, and regulations, and from time to time amend the same, provided such rules, standards, and regulations do not conflict with Declaration or these Bylaws, as it may deem advisable for the maintenance, conservation, and beautification of the Property, and for the health, comfort, safety, and general welfare of the Owners and occupants of the Property. Written notice of such rules, standards, and regulations shall be given to all Owners and occupants, and the Property shall at all times be maintained subject to such rules, standards, and regulations. In the event that such supplemental rules, standards, and regulations shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

Section 2: No Business to be Conducted for Profit.

Nothing herein contained shall be construed to give the Association authority to conduct a business for profit on behalf of all the Owners or any of them.

Section 3: Association's Right to Enter Lots.

The Association or its agents may enter into any Lot when reasonably necessary in connection with any maintenance, construction, complaint investigation, or potential violations of a rules, standards,

or regulations for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners and occupants as practicable, with reasonable notice, and any damage caused thereby shall be repaired by the Association, at its expense.

ARTICLE VI: OWNERSHIP OF LOTS

Section 1: Lot Ownership.

Ownership of a Lot includes the right to exclusive possession, use, and enjoyment of such Lot, including all improvements thereon.

Section 2: Lot Use.

Each Lot shall be used only as a single-family residential dwelling by the Owner and shall not be used for any other purpose, except as provided for in the Declaration.

Section 3: Permitted Rentals.

Rentals of Lots are permitted, provided that the term of any rentals exceeds sixty (60) consecutive days.

Section 4: Prohibition on Short Term Rentals

No Lot shall be leased or rented for any occupancy periods of less than sixty-one (61) consecutive days. No Lot may be rented or leased for any daily or weekly occupancy, such as through Airbnb.

ARTICLE VII: DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1: Obligation of Owners to Pay Assessments.

It shall be the duty of every Lot Owner to pay his or her proportionate share of the expenses of administration, maintenance, and repair of the Common Area (including reserves) and any other land for which the Association is responsible, including any decorative entranceway, and of the other expenses provided for herein. The amount of all assessments shall be in the same amount for each Lot. Payment thereof shall be in such amount, and at such times, as may be determined by the Board of the Association, as hereinafter provided.

The Board shall determine the annual dues and fees payable by each Lot Owner on an annual basis.

Section 2: Preparation of Estimated Budget.

Each year on or before December 31st, the Board shall estimate the total amount necessary to pay the cost of any materials, insurance and services, which will be required during the ensuing calendar year, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and thereafter shall notify each Owner in writing as to the Lot owners proportionate amount of such estimate.

Said "estimated cash requirement" shall be the same for each Lot and assessed in that manner. The entire general assessment shall be due as of March 1st of each year. On or before the date of the Annual Meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expense for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves.

Section 3: Reserve for Contingencies and Replacements.

The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may be necessary for the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board shall prepare an estimate of the additional cash requirements then necessary or necessary for the balance of the year. The Board shall serve notice of such further assessment on all Owners by a statement in writing (including email) giving the amount and reasons therefore, and such further assessments may become effective as provided for in Article V, Section 4 of the Declaration.

Section 4: Budget.

The Board shall determine the "estimated cash requirement" or assessment, as hereinabove defined, for the applicable annual period. Assessments shall be levied against the Owners during said period as provided in Section 2 of this Article.

Section 5: Failure to Prepare an Annual Budget.

The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual or adjusted estimate, the Owner shall continue to pay the assessment for the maintenance and reserve charges at the existing rates established for the previous period.

Section 6: Books and Records of Association.

The Board shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to

the Board any Lot Owner shall be furnished with a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 7: Status of Funds Collected by the Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for adjustments as may be required to reflect delinquent or unpaid assessments), shall be deemed to be held for the use, benefit and account of all of the Owners.

Section 8: Bank Accounts.

Assessments shall be deposited in a bank or brokerage as reasonably determined by the Board.

Section 9: Annual Audit.

The books of the Association shall be reviewed at least once a year by the Board, and such review shall be completed prior to each annual Board meeting. If requested by two (2) Members of the Board, a review or audit shall be made by a Certified Public Accountant licensed in the State of Ohio. In addition, and at any time requested by the Owners of at least fifty-one percent (51%) of the Lots, the Board shall cause a certified audit to be made at the Association's expense by a Certified Public Accountant licensed in the State of Ohio.

Section 10: Remedies for Failure to Pay Dues or Assessments.

If any Owner is in default in the payment of the aforesaid dues, charges or assessments for thirty (30) days, the Association may bring suit to enforce collection thereof, or to foreclose the lien therefore, as provided in the Declaration, and there shall be added to the amount due the cost of said suit, including a late fee determined by the Board, together with legal interest (not to exceed the lesser of (i) the maximum amount of interest permitted to be charged by applicable law and (ii) one percent 1% per month), reasonable attorney's fees, and other costs of collection. The Board may charge a late fee for any late payment of dues, charges or assessments.

To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent or unpaid charges or assessments, and interest, costs, and fees, as above provided, shall be and become a lien or charge against the ownership interest of the Lot Owner involved when payable, and may be foreclosed by an action brought in the name of the Association as in the case of foreclosure of liens against real estate, as provided in the Declaration.

As provided in the Declaration, the Members of the Board and their successors in office, acting on behalf of the other Lot Owners, shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 11: Statements

The Association will provide a statement to any Lot Owner of the amount of any unpaid assessments, dues and fees for the Lot owned by the Lot Owner. Requests for such statement shall be made in writing to the Executive Director.

ARTICLE VIII: GENERAL PROVISIONS

Section 1: Non-Waiver of Covenants.

No covenants, restrictions, conditions, obligations, or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 2: Severability.

The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of these Bylaws.

ARTICLE IX: NOTICES AND DEMANDS

Any notice by the Board to a Lot Owner shall be deemed to be given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by ordinary mail postage prepaid, addressed to him at the Lot owned by such Lot Owner. Any notice by a Lot Owner to the Board shall be deemed to be duly given, and any demand upon the Board shall be deemed to have been duly made, if in writing, and delivered to an Officer of the Association.

Notice may be given via email and email notices shall constitute written notice under this Code of Regulations.

ARTICLE X: DEFINITIONS

The Definitions contained in the Declarations of Covenants and Restrictions of Orangewood Homes Association, Inc. are hereby incorporated by reference and apply to these Bylaws as if fully rewritten herein.

ARTICLE XI: AMENDMENTS

These Bylaws may be amended from time to time by a vote of 75% of the Members.