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Jeanine Perry  
Lucas County Recorder MISC

CODE OF REGULATIONS  
THE SALISBURY QUARRY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I. DECLARATION: APPLICABILITY: OFFICE

1.1 Declarations The Quarry Homeowners Association, Inc., an Ohio nonprofit corporation, is the Association to which reference is made in the Declarations of Restrictions of the Ten (10) Plats of The Quarry, and are filed in the office of the Lucas County, Ohio Recorder as follows: Plat One (filed 12-21-93, Record No. 93-3971B07 through 93-397D06); Plat Two (94-341B03 through 94-341C04); Plat Three (94-1968A01 through 94-1968B02); Plat Four (94-2941A01 through 94-2941B03); Plat Five (95-2629A07 through 95-2629B08); Plat Six (97-1366A01 through 97-1366B01); Plat Seven (97-2197B08 through 97-2192C07); Plat Eight ( 98-3773A07 through 98-3773B07); Plat Nine (20030911-0065102, 19 pages) and; Plat Ten (20030911-0065102, 19 pages). The terms, provisions, conditions and restrictions of the Declarations, as they relate to the Association and the members (as defined below), Board of Trustees, officers and committees, are incorporated by reference with the same force and effect as if fully set out in this Code of Regulations. Should any discrepancy be found between the Declarations of Restrictions and this Code of Regulations, the Declarations of Restrictions shall control.

1.2 Applicability. This Code of Regulations is binding on all present or future owners (as defined in Article XI, Paragraph 11.1) or occupants (as defined in Article XI, Paragraph 11.2) of the real property (as defined in Article XI, Paragraph 11.3) or other persons using any improvements or facilities located on the real property in any manner. Upon the acquisition, rental, use or other act of occupancy of any residential lot (as defined in Article XI, Paragraph 11.4), or any other portion of the real property by any person, this Code of Regulations shall be deemed accepted and ratified by that person.

1.3 Office The principal office of the Association shall be at such place within reasonable proximity to the real property as the Board of Trustees may designate.

## ARTICLE II. MEMBERSHIP AND VOTING RIGHTS

2.1 Membership The members of the Association shall include, and shall be limited to, the Owners of lots within any Plat of the subdivision.

2.2 Voting Rights The members of the Association shall have voting rights as established pursuant to Section 4.2 of the Declarations. Unless otherwise prescribed by law, the Declarations or this Code of Regulations, the affirmative vote of a majority of the votes present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the members.

2.3 Revocation of Voting Rights. Any member upon whose residential lot or residential lots a Notice of Lien has been issued pursuant to Section 2.16 of the Declarations, or who is otherwise in default, shall not be in good standing and shall not be entitled to vote during any period in which the default or lien continues.

## ARTICLE III. MEETINGS OF MEMBERS: QUORUM: PROXIES

3.1 Place of Meeting. Meetings of the members shall be held at the principal office determined by the President of the Association, unless the Trustees determine that a meeting shall be held at some other place within the State of Ohio and cause the notice of meeting to so state.

3.2 Annual Meeting The annual meeting of members for the purpose of electing Trustees and for the transaction of such other business as may properly come before the meeting shall be held on such date in the month of October each year or at such other date as may be determined by the majority of Trustees.

3.3 Special Meetings. The Secretary of the Association shall call a special meeting of the members (i) when directed by the President of the Association, or (ii) upon the resolution of a majority of the Board of Trustees.

3.4 Quorum: Adjournment. Members present in person or by proxy holding at least ten percent (10%) of the total votes of the members of the Association shall constitute a quorum for any annual meeting or special meeting. In the absence of a quorum of members at an annual or special meeting, actions may be adopted and approved by unanimous vote of the full board of Trustees.

3.5 Notice of Meeting: Waiver Notice of each meeting of members shall be given not less than fourteen (14) days nor more than sixty (60) days before it is to be held. Each notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, shall specify the purposes of the meeting. The notice shall be posted on the Association web site.

3.6 Conduct of Meetings The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record all resolutions adopted at the meeting, as well as a record of all transactions occurring during any meeting.

3.7 Minutes To Be Posted Following any meeting of the members, the secretary shall post the minutes from that meeting on the Association's website within 30 days.

#### ARTICLE IV. BOARD OF TRUSTEES: POWERS: NUMBERS: MEETINGS

4.1 General Powers Except where the law, the Articles of Incorporation, this Code of Regulations, or the Declarations of Restrictions require that action be otherwise authorized or taken, and except as the Declarations grant authority to the Architectural Control Committee, all of the authority of the Association shall be exercised by or under the direction of the Board of Trustees. The Board of Trustees shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs.

The Board of Trustees shall delegate to one of its members the authority to act on behalf of the Board of Trustees on all matters relating to the duties of the Managing Agent or Manager if any, which might arise between meetings of the Board of Trustees

In addition to the duties imposed by this Code of Regulations or by any resolution of the Association that may be hereafter adopted, the Board of Trustees shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each owner to the common expenses;

(b) declaring an Emergency Assessment over and above the regular annual assessment. Any such Emergency Assessment can only be approved by a unanimous vote of the Board, and shall be for no more than is needed to rectify the emergency until the next annual budget is deliberated upon and adopted by the entire board.

The board shall declare when any such Emergency Assessment shall be payable, however, under no circumstance shall an Emergency Assessment be due and payable in less than 30 days. Emergency Assessments adopted by the unanimous board shall be posted on the Association's website, and the board shall take additional measures, i.e., direct mailing, posting signs at entryways into the Quarry, etc., to notify Owners/members of any such Emergency Assessment.

(c) providing for the operation, care, upkeep, and maintenance of all the Common Areas, including the Quarry;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation,

(e) repair, and replacement the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(f) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(g) making and amending rules and regulations;

(h) opening of bank accounts on behalf of the Association and designating the signatories required;

(i) making or contracting for the making of repairs to any Common Area following any damage caused by an act of God, vandalism, or otherwise.

(j) enforcing the provisions of the Declarations of Restrictions and this Code of Regulations, by instituting or defending actions brought against the Association;

(k) obtaining and carrying insurance against casualties and liabilities of the Association as a whole, and of the Association's Trustees/officers, and employees, if any, as provided in the Declarations, and paying the premium cost thereof,

(l) paying the cost of all services rendered to the Association or its members and not chargeable to owners; and

(o) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the owners, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Trustees for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices.

(p) make available to any prospective purchaser of an unimproved lot or existing home, or any Owner of an unimproved lot or home, current copies of the Declarations of Restrictions, the Articles of Incorporation, this Code of Regulations, rules governing the Residential Unit, and all other books, records, and financial statements of the Association; and

(q) permit utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Project,

4.2 Number of Trustees. There shall be a minimum of Five (5), and no more than Nine (9) Trustees of the Association unless changed by the members. All Trustees must be members in good standing of the Association. Except as otherwise provided herein, the Trustees shall be members; provided, however, no person and his or her spouse may serve on the Board at the same time.

4.3 Election - Term of Office Trustees shall be elected for a term of two (2) years, with no limitation on the number of terms a Trustee may serve.

4.4 Procedure for Election At each annual meeting of the members, the members shall elect a Trustee to succeed to the office of the Trustees whose term is scheduled to expire at that meeting. The election of a Trustee shall require a majority vote of the eligible members in attendance at the annual meeting. Only persons nominated as candidates shall be eligible for election as Trustees. Nominations may be submitted to the Board in advance of the annual meeting. Nominations shall also be permitted from the floor during the annual meeting of the members. All candidates shall have a reasonable opportunity during said annual meeting to communicate their qualifications to the members and to solicit votes.

4.5 Resignation, Termination and Absences. Resignation from the Board must be in writing and received by the Secretary. A Board member shall be dropped for excess absences from the Board if s/he has three unexcused absences from the Board meetings in a year. A Board member may be removed for other reasons by a three-fourths vote of the remaining directors.

4.5.1 Vacancies. Vacancies on the Board of Trustees caused by any reason, excluding the removal of a Trustee by vote of the members of the Association at an annual meeting shall be filled by a vote of the majority of the remaining Trustees, even though less than a quorum, at any meeting of the Board. Each person so elected shall serve the unexpired portion of the vacated term.

4.6 Fees and Compensation. No fee or compensation shall be paid by the Association to Trustees for their services as Trustees, unless approved by a majority vote of the total vote of the members of the Association at a regular or special meeting of the Association.

4.7 Annual Meeting. The annual meeting of the Board of Trustees shall be held without notice at the same place and immediately after the annual meeting of the members. The annual meeting shall be held for the purpose of electing officers and any other business. Special meetings of the Board of Trustees may be called by the President of the Association or a majority of the Trustees on at least three (3) days notice to each Trustee, given personally by direct contact phone call (no voicemail), or by mail, or electronically, which notice shall state the time and place of the meeting.

4.7.1 Regular Meetings. The Board of Trustees shall meet throughout the year at such times and intervals as is necessary to carry out the business of the Association, provided however, that board meetings shall be held at least every other month. Said meetings are to be held at a location and at a time that is designated by the President, and that said location and times are communicated to all other board members at least 72 hours in advance of said meeting. Standing meeting schedules such as "every first Wednesday of a month at 'X' location" if given at the annual meeting shall constitute sufficient notice to all board members.

4.7.2 Special Meetings. Special meetings of the Board of Trustees shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. All such notices shall be given or sent to the Trustee's address, telephone number, or e-mail address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least five (5) days before the time set for the meeting. Notices given by personal delivery, telephone, or e-mail shall be completed at least seventy-two (72) hours before the time set for the meeting.

4.8 Waiver of Notice. Any Trustee may waive notice of a meeting, by doing so in writing before or after the meeting. Attendance at a meeting of the Board of Trustees shall constitute a waiver of notice and of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a Trustee attends the meeting solely for the purpose of stating, at the beginning of such meeting, any objection or objections relating to the meeting.

4.9 Board of Trustees Quorum. At all meetings of the Board of Trustees, a majority of the Trustees then in office shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees present at a meeting, at which a quorum is present shall constitute the decision of the Board of Trustees. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned, meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

4.10 Action Taken by Trustees. Except as otherwise provided in the Declarations, this Code of Regulations or by law, every act or decision by a majority of the Trustees present in person at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Trustees.

4.11 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Trustees may be taken without a meeting if written consent, setting forth the action so taken, is signed by all members of the Board of Trustees and that written consent is filed with or entered upon the books of the Association.

4.12 Conduct of Meetings. The President shall preside over all meetings of the Board of Trustees; and the Secretary shall keep a minute book of the Board of Trustees, recording therein all resolutions adopted by the Board of Trustees and a record of all transactions and proceedings occurring at such meetings.

4.13 Open Meetings. All meetings of the Board shall be open to all members. If a regular member of the Association wishes to address the Trustees at one of its meetings, he or she shall submit a notice of their desire to address the board with either the President or the Secretary of the Board of Trustees at least 72 hours in advance of that meeting. Notwithstanding this notice requirement, the President shall have discretion to allow a regular member to address the board of trustees in the absence of prior notice as specified herein. The president shall allow a regular member a reasonable amount of time and attention to address the board of trustees. Only duly elected members of the board of trustees shall be allowed to vote on matters before that board.

4.14 Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss any personnel matters, litigation in which the Association is or may become involved, or other business as a majority of the board sees fit. The nature of any and all business to be considered in executive session shall first be announced in open session. No votes on any matter pending before the board may be conducted in an executive session, and all votes on any matter before the board are to be conducted in a reconvened open meeting.

4.15 Posting of Action/Resolutions of the Board of Trustees. Within fourteen (14) days of an act or resolution having been adopted by the board of Trustees, said action/resolutions shall be posted on the Association's website.

4.15 Management Agent.

(a) The Board of Trustees may employ for the Association a professional management agent or agents at a compensation established by the Board of Trustees to perform such duties and services as the Board of Trustees shall authorize. The Board of Trustees may delegate to the managing agent or manager, subject to the Board's supervision, all the powers granted to the Board of Trustees by this Code of Regulations, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 4.1 of this Article.

(b) No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on thirty (30) days or less written notice.

4.16 Accounts and Reports. The following management standards of performance shall be required in any contract with a professional manager unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall be turned over to the board of Trustees for the benefit of the Association;
- (e) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Trustees; and
- (f) annual financial reports shall be prepared for the Association containing:
  - (i) an Income Statement reflecting all income and expense activity for the preceding calendar year on an accrual basis;
  - (ii) a statement reflecting all receipt and disbursement activity for the preceding calendar year on an accrual basis;
  - (iii) a report reflecting the status of all accounts in an actual versus approved budget format with a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) per cent of a major budget category (as distinct from a specific line item in an expanded chart of accounts);
  - (iv) a balance sheet for the preceding calendar year on an accrual basis;
  - (v) a delinquency report identify any and all owners who have been and who remain, delinquent at the time of the report and describing the status of any action to collect such installments which remain delinquent

4.17 Borrowing. The Board of Trustees shall have the power to borrow money for the purpose of repair or restoration of the Common Areas and facilities without the approval of the members of the Association; provided, however, that if the proposed borrowing is for the purpose of



modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) per cent of the budgeted gross expenses of the Association for that fiscal year, approval of a majority of the members shall be required.

#### ARTICLE V. COMMITTEES

The Board of Trustees may appoint two (2) or more Trustees to constitute other committees of the Association. The resolution establishing each committee shall specify a designation by which it shall be known and shall fix its powers and authority. The Board of Trustees may delegate to any committee any of the authority of the Board of Trustees, however conferred. Each committee shall serve at the pleasure of the Board of Trustees, shall act only in the intervals between meetings of the Board of Trustees, and shall be subject to the control and direction of the Board of Trustees. All actions by any committee shall be subject to revision and alteration by the Board of Trustees. Any committee may act by a majority of its members at a meeting or by a writing or writings signed by all of its members.

#### ARTICLE VI. OFFICERS

6.1 Enumeration and Election of Officers. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Trustees may from time to time by resolution create. The Board of Trustees shall elect the officers of the Association at each annual meeting. The Board of Trustees may remove any officer at any time, with or without cause, by a vote of the majority of Trustees at a meeting at which a quorum is present. The Board of Trustees may fill any vacancy in any office occurring from whatever cause.

6.2 Compensation. No fee or compensation shall be paid by the Association to any officer for her or his services as an officer.

6.3 Duties of Officers. The duties of the officers of the Association shall be as set forth below:

(a) President. The President shall preside at all meetings of the Board of Trustees and members and shall sign any contracts, notes, deeds or other papers requiring the President's signature, and shall have such other duties as may from time to time be required of the President by the Board of Trustees.

(b) Vice President. The Vice President shall have the powers of the President during the absence or incapacity of the President or when there is a vacancy in the office of President, and shall have such other powers and duties as may be prescribed by the Board of Trustees.

(c) Secretary. The Secretary shall keep minutes of all the proceedings of the Board of Trustees and the

members, make proper record of the same and furnish copies of such minutes to the President prior to the next meeting of the Board of Trustees or the members, as the case may be; sign all bonds, contracts, notes, deeds and other papers executed by the Association requiring such signature; give notice of meetings of Trustees and members; keep such books as may be required by the Board of Trustees; and perform such other and further duties as may from time to time be required by the Board of Trustees.

(d) Treasurer. The Treasurer shall have general supervision of all finances. The Treasurer shall receive and have in charge all money, bills, notes, deeds, leases, mortgages, insurance policies and similar property belonging to the Association and shall do with the same such as may, from time to time, be required by the Board of Trustees. The Treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Association and on the expiration of her or his term of office shall turn over to the succeeding Treasurer or to the Board of Trustees the property, books, papers and money of the Association. The Treasurer shall report on the financial status of the Association at each annual meeting of the members, and at each meeting of the board of trustees.

## ARTICLE VII. ASSESSMENTS

7.1 Annual Assessments. Not later than December 31 of each year, the Board of Trustees shall estimate the amount of the common expenses of the Association for the next calendar year and prepare a budget based upon those estimates. The estimated budget may include, in addition to the items of common expense enumerated in the Declarations, an amount, to be determined by the Board of Trustees, to be deposited in a reserve for contingencies and replacements, deferred maintenance, and unexpected and extraordinary expenses. Based upon the estimated budget, the Board of Trustees shall fix the amount of the annual assessment for each residential lot. The annual assessment shall be payable in the manner provided in Section 2.16 of the Declarations.

7.2 Special Assessments. The Board of Trustees may levy special assessments if, in any year, the common expenses incurred in the maintenance of the common area exceed the income from the annual assessment. The amount of any operating deficit may, at the Board's sole option, be charged to the members of the Association by means of a special assessment. No consent of the members of the Association shall be required with respect to this special assessment. Special assessments shall be due and payable on the dates fixed by the Board of Trustees, and shall be payable in one (1) installment unless the Board of Trustees permits payment in more than one (1) installment.

7.3 Individual Assessments. If the Board of Trustees satisfies an obligation of an Owner that is properly chargeable to a particular residential lot, or otherwise incurs an expense for which an individual Owner may be charged under any of the provisions of the Declarations or Code of Regulations, the Board of Trustees shall assess the Owner for the Association's costs. An individual assessment against a residential lot shall be due and payable on the date determined by the Board of Trustees, following written notice to the Owner subject to the assessment.

7.4 Board Inaction. The Board of Trustees' failure or delay to prepare an annual estimated budget or to give timely notice of an assessment shall not release any Owner from the obligation to pay the assessment whenever the amount of the assessment has been determined and written notice has been given. In the absence of any notice to the contrary, the Owner shall continue to pay the installments of the assessment at the existing rate established for the previous year until notice of the assessment for the next year shall have been mailed or delivered to the Owner.

#### ARTICLE VIII. ENFORCEMENT

8.1 Enforcement of the Declarations of Restrictions, and this Code of Regulations shall be as prescribed in Ohio Revised Code Section 5312.11, and set forth below:

Prior to imposing a charge for damages or an enforcement assessment pursuant to this section, the board of Trustees shall give the owner a written notice that includes all of the following:

- (1) A description of the property damage or violation;
  - (2) The amount of the proposed charge or assessment;
  - (3) A statement that the owner has a right to a hearing before the board to contest the proposed charge or assessment;
  - (4) A statement setting forth the procedures to request a hearing;
  - (5) 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.
- (D) (1) To request a hearing, the owner shall deliver a written notice to the board not later than the tenth day after receiving the notice this division requires. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the board immediately may impose a charge for damages or an enforcement assessment pursuant to this section.

- (2) If an 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.

(3) The board shall not levy a charge or assessment before holding any hearing requested pursuant to this section.

(4) Within thirty days following a hearing at which the board imposes a charge or assessment, the owners association shall deliver a written notice of the charge or assessment to the owner.

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

8.2 Interest and costs. Pursuant to Ohio Revised Code Section 5312.10(B), and 5312.11 (A), past due assessments will be charged interest at the rate of five percent (5%) per annum, and assessments and liens shall include the Associations attorney's fees, court costs, and other expenses, if any, incurred in enforcing the Declarations of Restrictions or this Code of Regulations.

#### ARTICLE IX. ANNUAL AUDIT.

The Board of Trustees may cause the books of the Association to be audited once a year by an independent certified public accountant at the Association's expense. Copies of any such audit shall be made available upon request to any Owner and any holder, insurer or guarantor of a first mortgage,

#### ARTICLE X. INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES, AND VOLUNTEERS.

To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Association, by reason of the fact that she or he is or was a Trustee, officer, employee, or volunteer of the Association.

#### ARTICLE XI. DEFINITIONS.

11.1 Owner. "Owner" means, with respect to any residential lot, the owner of record from time to time, whether one (1) or more persons or entities, of an interest in fee simple, but shall not include the Association.

11.2 Occupant. "Occupant" means any owner, tenant, family member or other person lawfully occupying any lot

11.3 Real Property. "Real property" means that property located in Lucas County, Ohio, more particularly described in the preamble to this Code of Regulations.


11.4 Residential Lot. "Residential lot" means any parcel of the real property upon which a single-family residence has been or may be constructed. Unless the context otherwise requires, the term "residential lot" shall be deemed to include both the parcel of real property and the residence and other improvements on that real property.

**This code of Regulations was adopted by the Salisbury Quarry Homeowner's Association Board of Trustees at its meeting of April 6, 2011.**

  
Michael Nowak, President

  
Karen Bates, Secretary

  
Deborah Parr, Vice President

  
Ann Stump, Treasurer

Mail To:  
Salisbury Quarry  
P.O. Box 535  
Maumee, OH 43537