

**BY-LAWS**  
**of the Woods and Estates at Miami Trails Homeowners Association**

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**ARTICLE I**  
**PURPOSE OF THE ASSOCIATION**

The purpose of the Homeowners Association is to provide an entity for the operation and management of THE WOODS AT MIAMI TRAILS and THE ESTATES AT MIAMI TRAILS subdivisions located in Miami Township, Clermont County, Ohio, hereafter referred to as the Association.

The purposes of the Association are to enforce the Articles of Incorporation, these By-Laws, and the Covenants and Restrictions of said subdivisions. In addition, the Association is formed to administer the affairs of and to provide for maintenance, preservation, and architectural control of the common properties and the lots into which this subdivision is divided. The Association shall also promote the health, safety, and welfare of the residents while developing civil and social activities of the subdivisions.

The Association is an Ohio not-for-profit corporation created pursuant to the provisions of Chapter 1702, Ohio Revised Code.

**ARTICLE II**  
**HOMEOWNERS**

**Section 1. Membership**

Membership in the Association shall consist of every homeowner and lot owner in the subdivisions. Membership shall be appurtenant to and may not be separated from ownership of any lot. Upon the sale or other disposition by such lot owner of his ownership interest, such membership shall terminate at the time title to the lot transfers to a new lot owner, at which time such new lot owner automatically becomes a member of the Association.

Membership in good standing in the Association is contingent upon the timely payment of dues each fiscal year and any assessments voted on by the membership and compliance with all Covenants and Restrictions.

**Section 2. Assessments**

**a) Dues:** The Board of Trustees shall determine prior to the annual meeting the required dues for membership. The dues will be used to cover the annual operational costs and all anticipated expenses as well as reasonable provisions for contingencies and reserves as approved by the Association. The Board of Trustees shall prepare a budget for approval by the Membership at the annual meeting of the Members, which budget shall reflect:

**1. Annual Operating Budget**

a) Includes annual planned costs for common property maintenance (i.e., pool supplies and management of pool during season, lawn and shrubbery care of common property, real estate taxes, utilities, insurance and professional fees).

b) A contingency fund for unplanned costs will be 15% of the annual budget unless an equivalent amount of unallocated funds are in the account at the beginning of the year (i.e., plumbing or electrical repairs, landscape refurbishing due to conditions such as weather or vandalism). Any funds not used during a fiscal year will be rolled into the next year's budget to help defray costs.

**2. Long Term Capital Replacement Reserve Fund**

a) A schedule will be established based on preset costs and life expectancy of major common property items (i.e., pool furniture, pool replacement, roof on pool building, resurfacing of parking lot) that will need periodic replacement. Scheduled amounts will be deposited annually and targeted for each designated project. The intent will be to have the needed funds available when major capital expenditures arise and avert the need to raise dues dramatically in a one-year period.

The proportionate share of the budget shall be collected annually in the form of dues. The

fiscal year of the Association is January 1 - December 31. Annual dues shall be payable on January 1 of each calendar year and cover expenses from January through December of said fiscal year.

Existing homeowners of the Association who transfer ownership are responsible for negotiating their proportionate share of the dues upon closing. Additionally, at the discretion of the Board a transfer fee may be imposed on the new owner. If imposed, the transfer fee must be reasonable and used to cover applicable costs of changes associated with the transfer.

- b) Special Expenditures and Assessments:** Special expenditures and assessments are those expenses not covered by membership dues. In the event that the need for a special expenditure arises not covered by the Annual Operating Budget or Long Term Capital Replacement Reserve Fund, a special assessment of the Members may be necessary. Special expenditures and/or assessments require an approval of two-thirds (2/3) majority of the members in good standing.
- c) Lien / Nonpayment:** All dues and assessments arising under these By-Laws, which are not paid on a timely basis, will be handled in the following manner:
- 10% penalty assessed if payment received after March 31.
  - 25% penalty assessed if payment received after May 31.
  - 50% penalty assessed if payment received after July 31.
  - 100% penalty assessed if payment received after September 30th.
  - Owners name and address published in Newsletter if payment not received by September 30.

All dues and assessments not paid by September 30th constitute a lien upon said lot. The lien shall attach from its due date and will be filed with the Recorder of Clermont County, Ohio. The notice of non-payment of assessment shall contain a description of the lot, the name of the lot owner(s), and the amount of the unpaid assessment and penalty. Such lien shall remain valid for a period of time as provided by Ohio law, unless sooner released or satisfied in the same manner proposed by law for the release and satisfaction of mortgages in real property or discharged by the final judgment or order of a court of competent jurisdiction in an action brought to discharge such lien. Lot owners upon which a lien has been placed are responsible for all legal fees associated with the lien.

### **Section 3. Meetings of Members**

- a) Annual Meeting:** The annual meeting of the Members shall be held within 2 weeks of the second Monday in November at a place and time established by the Board.

Any member of the Association in good standing has the right to submit an item(s) for the agenda. Items for the agenda must be presented to the Secretary no later than 15 days prior to the annual meeting. The Board will solicit the suggestion of agenda items from Members no later than 30 days prior to the annual meeting, using the procedures specified for Notice of Meetings in paragraph 3.c. The Board of trustees will meet to review submitted items and to prepare an official agenda for the annual meeting. Among the items to be discussed will be the budget, Treasurer's financial report, and the election of officers. The Board of Trustees reserves the right to make final decisions relative to the items on the official agenda. The Association may conduct only such business as is described in the notice of the annual meeting.

- b) Special Meetings:** Special meetings of the Members may be called by the President of the Association, by the majority of the Board, or by a petition signed by at least 25% of the Association membership. The only business that may be transacted at a special meeting is the business described in the notice of such meeting.
- c) Notice of Meetings:** The Secretary of the Association shall deliver written notice of any meeting of the Members not less than fourteen (14) days prior to the date of such meeting, which the exception of meetings called to consider emergency circumstances affecting the Common Property. Notices shall be delivered by the United States Mail, first class, postage paid, to each Member at the address for such Member last appearing in the records of the Association. The notice shall specify the time,

place, and order of business of any meeting called and, in the case of a special meeting, shall specify the purpose of the meeting.

- d) **Voting / Proxy Voting:** Each lot shall be entitled to one vote upon each matter submitted to the membership for a vote. Only those members in good standing are eligible to vote. At all meetings a member may vote in person by written ballot or by proxy. All proxies shall be in writing and be filed with the Secretary either prior to the meeting for which the proxy was issued or at the meeting before the vote for which the proxy was issued is counted. The majority of those present and eligible to vote at a general meeting, for which proper notice has been given, shall rule. Members not in good standing in the Association shall not be excluded from attendance at meetings of the general membership, but shall not be entitled to make motions from the floor, or to vote. Every proxy shall be revocable and shall be automatically void upon adjournment of the meeting for which the proxy was issued. (Exhibit A – Example of Proxy)
- e) **Vote Taken Without Meeting:** Should any vote be taken in the absence of a meeting lot owners will receive a written ballot by United States Mail, first class, postage paid. Instructions will be provided for returning the ballot. Format to be followed will be similar to that of a proxy vote. The majority vote of those responding will rule.

### **ARTICLE III**

#### **BOARD OF TRUSTEES / OFFICERS / BLOCK REPRESENTATIVES**

##### **Section 1. Selection / Election of Officers**

The Association shall be managed by the Board of Trustees. Each member of the Board of Trustees must be a member in good standing with the Association. The Board of Trustees will consist of not less than five (5) nor more than eleven (11) members and should always be elected with an odd number serving. The Board of Trustees shall be elected by the Members, but the division of responsibilities and the filling of officer positions on the Board (i.e., President, Vice President, Treasurer, Secretary, and Assistant Secretary) will be left up to the elected Board to determine.

A Nominating Committee shall be appointed by the Board, which shall consist of three members, to recommend candidates for the Board of Trustees. The Nominating Committee shall notify the Members by newsletter that nominations are being accepted. The Committee must present a slate with no fewer than the number of positions to be filled as determined by the current Board of Trustees. Ballots for Board elections shall be mailed to Members by United States mail, first class, postage paid. Instructions will be provided for returning ballots. Election results will be announced at the annual meeting.

The Board of Trustees will serve a term of two (2) years. An odd number of trustees would roll off the Board on the odd years and an even number of trustees would roll off the Board on even years (e.g., board of seven (7) would have three trustees elected in 2001 and four (4) trustees elected in 2002). Terms would begin January 1st and expire twenty-four (24) months later on December 31st. The Vice President should be selected by the Board at the beginning of his or her term so that the office of President can be assumed in the second year of the term. No member of the Board of Trustees shall serve in the same office more than two (2) consecutive terms. Membership on the Board of Trustees shall be limited to one per household.

Vacancies on the Board of Trustees that happen during the term of office will be appointed and approved by the remaining members of the Board of Trustees. Such appointments are valid until the next calendar year. Any member of the Board of Trustees may resign at any time by giving written notice to the Board of Trustees or to the President. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein.

##### **Section 2. Duties of Officers**

- a) **President:** The President shall be the chief executive officer of the Association, and subject to the control of the Board, shall have general supervision and direction of the business and officers of the

Association. He/She shall preside at all meetings of the Members and at all meetings of the Board of Trustees. He/She shall be charged with implementing the policy of the Association as determined by the Membership and Board of Trustees. The President shall sign all written instruments (i.e., leases, mortgages, deeds, and promissory notes) of the Association.

The President will delegate committee chairmanship(s) to other Trustees with the approval of the Board and may assign such further duties to any of the Board of Trustees or committees as deemed appropriate.

- b) **Vice President:** In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all powers of and be subject to all the restrictions upon the President. In the absence or disability of the Treasurer, the Vice President shall sign checks of the Association. The Vice President shall also have such other powers and perform such other duties as from time to time may be assigned to him/her by the President and the Board of Trustees. The Vice President shall assume the duties of the President the following term of office.
- c) **Treasurer:** The Treasurer shall keep and maintain adequate and correct accounts of the property and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and surplus. The books of accounts shall at all times be open to inspection by any Homeowner, in good standing by written request.

The Treasurer shall sign all checks of the Association and shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. He/She shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and Board of Directors, whenever they request it, an account of all of the transactions and financial conditions of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or the By-Laws.

No person may serve as Treasurer who is not insurable under a fidelity bond.

The books, records, and financial statements of the Association shall be reviewed once each year by a committee of homeowners. The Treasurer shall prepare an annual financial report at the close of the fiscal year which shall be included in the minutes of the appropriate Board meeting.

- d) **Secretary:** The Secretary shall deliver the notices of meetings of the Board and of the Association and shall record the votes and keep the minutes and proceedings of such meetings. The Secretary shall keep all appropriate current records of the Association's affairs, as required by law, the Articles of Incorporation, these By-Laws, or the Board. The records shall show the names and addresses of the owners together with such other information as may be necessary or appropriate. The Secretary will prepare and distribute the proxy votes as necessary. The Secretary shall make available to any Homeowner, upon request, the minutes of Board meetings.
- e) **Assistant Secretary:** In the absence of the Secretary, the Assistant Secretary shall perform all the duties of the Secretary and when so acting shall have all powers of and be subject to all of the restrictions upon the Secretary. The Assistant Secretary will assist the Secretary during meetings on an as needed basis. The Assistant Secretary will work with the Block Representatives and be responsible for gathering, disseminating information in the form of periodic newsletters, keeping an up-to-date directory of all members of the Association, and furnishing information to new members about the subdivisions. The Assistant Secretary shall communicate with the chairperson(s) of the Social Committee concerning events that need publicizing.

### **Section 3. Block Representatives**

Block Representatives are responsible for informing the Homeowners in their designated sections of the activities, functions, actions to be voted on or discussed by the Board of Trustees. Block Representatives will welcome new Homeowners into the Association and provide them with a packet of information about the Association, which will include at a minimum a copy of these By-Laws, covenants and restrictions that pertain to their house lot and a recent newsletter about the Association. Block Representatives need

to inform the Assistant Secretary and Treasurer of any new Homeowner in their section. They will work with the Assistant Secretary to produce a periodic newsletter and will distribute it to the Members in their assigned section.

There shall be one Block Representative from each section. Block Representatives will serve a two (2) year term. There is no term limitation on this position. A departing Block Representative will recruit someone from his/her section for the following two (2) years term with the assistance of the Board of Trustees. A Block Representative, who cannot fulfill his/her term, should find a homeowner from his/her section to complete the term with the assistance of the Board of Trustees.

The subdivision shall be divided into sections designated by the Board of Trustees.

#### **Section 4: Meetings**

**a) Regular Meetings:** The meetings of the Board of Trustees shall be held quarterly and on an as needed basis at a date, time, and place to be decided upon by the Board. Block Representatives have the right to attend Board meetings. Block Representatives can input ideas/suggestions at Board meetings but do not have the right to vote.

Block Representative meetings will be called four (4) times a year (quarterly) by the Board to inform Block Representatives of the current status of the Association and to receive any concerns or issues which the Block Representatives may have.

**b) Special Meetings:** Special meetings of the Board of Trustees may be held with the approval of the majority of the Board members. The only business that may be transacted at a special meeting is the business described in the notice of such meeting, unless all Trustees consent to consider other matters.

**c) Notice of Meetings:** Each year a schedule of the quarterly Board and Block Representative meetings will be set and all Block Representatives will be notified of the date, time, place and order of business. All other Board meetings that are called on an as needed basis will require the notification of all Board members only.

**d) Voting / Proxy Voting:** At all meetings a member may vote in person by written ballot or by proxy. All proxies shall be in writing and be filed with the Secretary prior to the meeting for which the proxy was issued. The majority of those present and voting shall rule, providing proper notice has been given.

#### **Section 5: Powers and Duties of the Board**

Except as otherwise provided by Ohio law, the Articles of Incorporation, the Covenants and Restrictions, and these By-Laws, all obligations and duties of the Association shall be performed by the Board and all powers and authority of the Association shall be exercised by the Board.

In addition to the powers already stated in these By-Laws, the Board of trustees shall have the authority to take these additional actions:

1. Authorize the expenditure of not more than 15% of the annual budget, without membership approval, to cover emergency expenses not covered in the annual budget.
2. Establish additional committees and charge them with such duties as it may deem appropriate. The Board will appoint the members of all committees, except the Social Committee whose membership is open.
3. Enforce the Covenants and Restrictions. Failure of a Member or Members to comply with the Covenants and Restrictions as to use and occupancy shall constitute a Default. In the event of any Default, the Board shall give notice to the Homeowner(s) of the Lot(s) involved. The continuance of any such Default may be remedied by appropriate proceedings at law or equity by the Association. If

the Association employs counsel to enforce any of the Covenants and/or Restrictions by reason of such Default, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner(s) of such lot or lots.

4. Deny access to the Common Property to any Homeowner not in good standing in the Association. The use of the Common Property is for those Homeowners in good standing only.
5. Author changes to these By-Laws with the approval of two-thirds majority of the Homeowners in good standing.

No Trustee may accept any gifts for personal use.

## **ARTICLE IV**

### **STANDING COMMITTEES**

#### **Section 1. Purpose**

Standing Committees are designed to assist and make recommendations to the Board of Trustees. Recommendations of the Committees shall be arrived at by a majority vote of Committee members present at the meeting, and shall be made to the Board through the Committee chairperson.

#### **Section 2. Members**

Members of each Standing Committee, with the exception of the Social Committee, shall be chosen by the Board of Trustees. Any Homeowner serving on a Committee must be a member in good standing.

#### **Section 3. Meetings**

The chairperson(s) of each Committee is responsible for setting the date, time, and place for the meetings of their Committee and seeing that each Committee member be made known of each meeting held.

#### **Section 4. Duties**

- a) **Social Committee:** Responsibilities include planning social activities for adults, children, and families throughout the year. Membership is open to any Homeowner in good standing who wishes to serve. Chairperson(s) will be selected on a yearly basis from those Homeowners involved in the Committee's work. The chairperson(s) shall keep the Assistant Secretary up to date on all activities.
- b) **Subdivision Committee:** Responsibilities include noting and reporting violations of Covenants and Restrictions (except those restrictions dealing with the Common Property) to the Board and enforcing the subsequent decisions of the Board. Also serve as a review committee to approve architectural plans/changes to lots within the subdivision as per Covenants and Restrictions. This Committee will represent the subdivisions' best interests in local government agencies (fire, police, etc.). The Committee will consist of one Trustee, who will serve as the chairperson, and up to four other Homeowners in good standing and approved by the Board.
- c) **Budget and Finance Committee:** Responsibilities include estimating expenses the Homeowner's Association and recommending the amount of dues required to cover these. Also, to secure and manage contracts with outside service agencies (lawn care, pool, etc.). This Committee will consist of one Trustee, who will serve as the chairperson, and up to four other Homeowners in good standing and approved by the Board.
- d) **Facilities Committee:** Responsibilities include establishing guidelines for the use of the Common Property. This Committee shall also be responsible for enforcing these guidelines as well as the Covenants and Restrictions dealing with the Common Property. The Facilities Committee shall manage the maintenance and operation of all Common Property. An annual report should be filed with the Budget and Finance Committee prior to the next year's budgeting. This report should

include the condition of all common property, anticipated expenses, recommendations for management of common properties in the upcoming year and any other services they feel are necessary to maintain the smooth operation of common property. This Committee will consist of one Trustee, who will serve as the chairperson, and up to four other Homeowners in good standing and approved by the Board.

- e) **Nominating Committee:** The Committee is responsible for conducting the annual search for Homeowners interested in becoming a member of the Board of Trustees. The Committee will submit a list of candidates, for each office being vacated, to the Board of Trustees no later than the second Monday in October. This Committee will consist of up to three Homeowners in good standing and approved by the Board.

## **ARTICLE V AMENDMENTS**

These By-Laws may be amended in whole or in part by a two-thirds (2/3) majority of those voting members present at any meeting of the general membership for which proper notice has been given. The proposed amendment of change must be submitted in writing to the general membership not less than fourteen (14) days prior to the general meeting on which it is to be voted.

Any changes to these By-Laws must be filed with the Recorder's Office, Clermont County, Ohio.

## **ARTICLE VI PROTECTION FROM LIABILITY**

The Association shall indemnify any and every Trustee or Officer against expenses, judgment, fines, penalties or amounts paid in settlement in connection with the defense of any pending or threatened action, suit or proceeding, to which such Trustee or Officer is or may be made a party by reason of being or having been such trustee or Officer provided a determination is made by the Trustees in the manner set forth in Ohio Revised Code Section 1702.12(c)(1) to the effect (a) that such Trustee or Officer was not, and has not been adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the Association of which he is a Trustee or Officer, and (b) that he/she acted in good faith in what he/she reasonably believed to be the best interest of such Association. Such indemnification shall not be deemed exclusive of any other rights to which such Trustee or Officer may be entitled under these By-Laws, the Articles of Incorporation, the Covenants and Restrictions, any agreement or any insurance purchased by this Association, or by vote of the members, or otherwise.

## **ARTICLE VII TRANSACTIONS BETWEEN ASSOCIATION, TRUSTEES, OFFICERS, OR EMPLOYERS**

A Trustee or Officer of the Association shall not be disqualified by his office from dealing or contracting with the Association as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the Association be void or voidable or in any way affected or invalidated by reason of the fact that any Trustee or Officer or any firm of which such Trustee or Officer is a member, or any corporation of which such Trustee or Officer is a shareholder, director or officer, is in any way interested in such transaction, contract or act. No Trustee or Officer shall be accountable or responsible to the Association for or in respect to any such transaction, contract, or act or for any gains or profits realized by him or by any organization affiliated with him as a result of such transaction, contract or act. Any such Trustee or Officer may be counted to determine the existence of a quorum at any meeting of the Board of Trustees of the Association which shall authorize or take vote to authorize, ratify, or approve any such contract, transaction, or act, with like force and effect as if he or any firm of which he is a member or a corporation of which he is a shareholder, officer or director, were not interested in such transaction,

contract, or act.

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**EXHIBIT A: EXAMPLE OF PROXY**

I, the undersigned owner of Lot \_\_\_\_ in THE WOODS AT MIAMI TRAILS or THE ESTATES AT MIAMI TRAILS subdivision, am submitting this proxy vote in my absence at this \_\_\_\_ annual or \_\_\_\_ special meeting of the Association, on \_\_\_\_\_, 20\_\_.

1.     \_\_\_\_ For    \_\_\_\_ Against    \_\_\_\_ Abstain    \_\_\_\_ Not Applicable

(Information relative to the vote)

2.     \_\_\_\_ For    \_\_\_\_ Against    \_\_\_\_ Abstain    \_\_\_\_ Not Applicable

(Information relative to the vote)

3.     \_\_\_\_ For    \_\_\_\_ Against    \_\_\_\_ Abstain    \_\_\_\_ Not Applicable

(Information Relative to the vote)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date