

**CODE OF REGULATIONS**  
**OF**  
**ARLINGTON WOODS PROPERTY OWNERS ASSOCIATION**

**ARTICLE I**

**Definitions:**

**SECTION 1.**    **Declaration of Restrictions:** In the course of these Regulations, reference is made to the Amended Declaration of Restrictions of Plat I, Plat II and Plat III recorded by the Arlington Woods Development Corporation in the Office of the Recorder of Wood County, Ohio in Volume \_\_\_\_, Page \_\_\_\_, Wood County Ohio, Official Records. The lots are delineated in Plat Records Volume 15, Page 59; Volume 16, Pages 29 and 30; and Volume 21, Page 480 (“Plats”). The Declaration of Restriction recorded in Volume \_\_\_\_, Page \_\_\_\_ is incorporated herein by reference each and every time said Restrictions are referred to by these Regulations.

**SECTION 2.**    **Association:** “Association” shall mean and refer to the Arlington Woods Property Owners Association, a non-profit corporation organized and existing under the laws of the State of Ohio.

**SECTION 3.**    **The Properties:** “The Properties” shall mean and refer to property described and included in Plat I, Plat II and Plat III of Arlington Woods and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article VI, Section 2 herein.

**SECTION 4.**    **Common Areas:** “Common Areas” shall mean all real and personal Property owned by or leased to the Association for the common use and enjoyment of the Owners. This real and personal Property includes, but is not limited to, the land comprising the Property other than the lots themselves, together with any of the following that may be located on such land: private roadways, private sewer systems, lakes, ponds, recreational facilities, common utility

lines, any land designated for entrance signs and facilities and other facilities administered by the Association and common areas delineated in the Plats and the Restrictions.

**SECTION 5. Duly Called Meeting:** "duly called meeting" shall mean a meeting called for a specific purpose, said purpose having been communicated to all Members of the Association as set forth in these Code of Regulations or the Declaration of Restrictions.

## **ARTICLE II**

### **Location:**

**SECTION 1.** The principal office of the Association shall be located at Arlington Woods, P.O. Box 63, Rudolph, Wood County, Ohio 43462.

## **ARTICLE III**

### **Membership:**

**SECTION 1.** ARLINGTON WOODS PROPERTY OWNERS ASSOCIATION shall be a non-profit Ohio corporation and the Owner(s) of each lot shall automatically become a Member thereof.

**SECTION 2.** The rights of membership are subject to the payment of monthly, quarterly or annual dues and special assessments levied by the Association; the obligation of which assessments are imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by the Restrictions.

**SECTION 3.** The membership rights of any person whose interest in the Properties is subject to assessments under Article III, Section 2 hereinabove, whether or not he/she be personally obliged to pay such assessments, may be suspended by action of the Trustees during the period when the assessments remain unpaid, but upon payment of such assessments, his/her rights and privileges shall be automatically restored. If the Trustees have adopted and published rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of any person thereon, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations, until said obligation is fulfilled.

## **ARTICLE IV**

### **Voting Rights:**

**SECTION 1.** Each Owner shall be entitled to one vote on each matter submitted to a vote of the Members for each lot owned. Where a lot is owned by more than one person, such Co-owners, acting jointly, shall be entitled to one vote. Voting rights may be exercised in person or by written proxy.

## **ARTICLE V**

### **Property Rights and Rights of Enjoyment of Common Areas:**

**SECTION 1.** Each Member shall be entitled to the use and enjoyment of the Common Areas as provided in the Restrictions applicable to the Areas.

**SECTION 2.** Any Member may delegate his/her rights of enjoyment in the Common Areas and Facilities to the members of his/her family who reside upon the Properties; or to any of his/her tenants or renters who lease or rent a dwelling unit within the Properties from him/her. The rights and privileges of such person or persons are subject to suspension to the same extent as those of the Member.

## **ARTICLE VI**

### **Association Purposes and Powers:**

**SECTION 1.** The Association has been organized for the following purposes:

- a) As set forth in the Restrictions and in addition thereto;
- b) To own, acquire, build, operate, establish and maintain services and recreational lakes, security services, bike trails, including buildings, structures and personal properties incident thereto, hereinafter referred to as Common Areas; facilities, including but not limited to: Permanent parks, playgrounds, open spaces,
- c) Fix assessments (or charges) to be levied against the property in the Subdivision. All residential lots in the Subdivisions shall be subject to a quarterly maintenance assessment levied on the first day of each quarter in an amount to be determined from time to time by the Association in equal quarterly installments due on the tenth day of

the second month of each quarter, and a lien upon each of said lots in the Subdivisions is hereby created to secure the payments of the assessments. In the event any of said assessments are not paid when due, the Association may assess a late charge, when and as often as such delinquencies occur, proceed by process of law to collect the amount due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover the amount of the assessments, together with interest, attorney fees and Court costs. The Association shall not be held to guarantee the payment of the assessments, but will dispose the same in accordance with the terms and conditions hereof without profit to itself over and above the actual costs incurred by it in the administration of said fund. The amount of the assessment shall be the same for each developed lot. The amount of the assessment for undeveloped lots will be the same as for developed lots less an amount reflecting the relative cost of refuse collection for the undeveloped lot as set by the Board. The fund accruing from the assessments shall be applied toward the payment of the costs of the following, to-wit:

- 1) Cleaning and maintaining streets, refuse collection, insect control, street lights and sprinkler system including all grass plots and planting areas within boundaries of the streets.
  - 2) Caring for all the Common Areas by doing all those things necessary to maintain the Areas in their natural state and at the same time in an attractive manner.
  - 3) Provide for surface and storm water drainage that is necessary to properly drain the residence lots in all Common and Limited Common Areas.
  - 4) To pay the costs of developing and improving of the Limited Common Areas.
  - 5) Pay premiums for hazard and liability insurance coverage.
  - 6) Pay the expense of enforcing these Restrictions and conditions.
  - 7) And generally for any other purpose as the Association, in its' uncontrolled discretion, may deem to be for the best interests of the Owners of the lots in the Subdivision.
  - 8) Pay taxes, if any, on the Common Areas and facilities.
- d) Enforce any and all covenants, restrictions and agreements applicable to the Properties;

**SECTION 2.** **Additions to Properties and Membership:** Additions to the Properties as set forth in Plat I, Plat II and Plat III of Arlington Woods may be made as provided in the Restrictions. Such additions, when properly made under the applicable restrictions, shall extend the jurisdiction, functions, duties and membership of this Corporation to such properties.

**SECTION 3.** **Mortgages and Other Indebtedness:** The Corporation shall have the power to mortgage its' Properties upon the approval of two-thirds (2/3) majority vote of all Members of the Association, in person or by proxy, at a meeting called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**SECTION 4.** **Dedication of Properties or Transfer of Function to Public Agency or Utility:** The Corporation shall have the power to dispose of its' real Properties only as authorized under the Restrictions.

**SECTION 5.** Any change of the status of Common Areas, including Plat III, Lot 41, by developing, subdividing or selling, shall be determined by two-thirds (2/3) majority vote of all Members.

## **ARTICLE VII**

### **Board of Trustees:**

**SECTION 1.** **Board of Trustees; Selection, Terms of Office:** The affairs of the Corporation shall be managed by a Board of Trustees. In 1987, six Board Members were elected, three for terms of one year, and three for terms of two years. Each year thereafter, three members were and shall continue to be elected for terms of two years.

**SECTION 2.** **Vacancies in the Board of Trustees:** Vacancies in the Board of Trustees shall be filled by the vote of a majority of the remaining Trustees and any such appointed Trustee shall hold office until his/her successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

**SECTION 3.** **Architectural Control Committee.**

a) **MEMBERSHIP.** The Architectural Control Committee shall be composed of the Board of Trustees of the Arlington Woods Property Owners Association. Any Committee

Member having a vested interest in a request before this Committee shall not have voting rights on the request.

- b) **PROCEDURE.** The Committee's approval or disapproval as required in these Covenants and Restrictions shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans, specifications or requests have been submitted to it in writing, then the same shall be deemed disapproved.

## **ARTICLE VIII**

### **Powers and Duties of the Board of Trustees:**

#### **SECTION 1.** The Board of Trustees shall have power:

- a) To call special meetings of the Members whenever it deems necessary, and it shall call a meeting at any time upon request as provided in Article XI, Section 2.
- b) To appoint and remove at pleasure all agents and employees of the Association, prescribe their duties, fix their compensation if any, and require of them such security of fidelity bond as it may deem expedient. Nothing contained in these Regulations shall be construed to prohibit the employment of any Member, Officer or Trustee of the Association in any capacity whatsoever.
- c) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.
- d) To adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of the Members and their guests thereon.
- e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association.
- f) In the event that any Member of the Board of Trustees of this Association shall be absent from three (3) consecutive regular meetings of the Board of Trustees without excuse, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said absent Trustee to be vacant.

**SECTION 2.** It shall be the duty of the Board of Trustees:

- a) To cause to be kept, a complete record of all its acts and corporation affairs;
- b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- c) As more fully provided in the Restrictions applicable to the Properties:
  - 1) To fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;
  - 2) To prepare a roster of the Properties and assessments applicable thereto, which shall be kept by the Treasurer and shall be open to inspection by any Member;
  - 3) To send written notice of each assessment to every Owner subject thereto;
- d) To issue upon demand by any Member, a certificate setting forth whether any assessment owed by such Member has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
- e) To keep membership books containing the names and addresses of Members in the Association.

**ARTICLE IX**

**Trustee Meetings:**

**SECTION 1.** The annual meeting of the Board of Trustees shall be held on the second Thursday in January in each year, provided that the Board of Trustees may, by resolution, change the day of holding such a regular meeting.

**SECTION 2.** Ten (10) days written notice of such annual meeting shall be given each Trustee.

**SECTION 3.** Special meetings of the Board of Trustees shall be held when called by an officer of the Association or by any two (2) Trustees after not less than three (3) days notice to each Trustee.

**SECTION 4.** The transaction of any business at any meeting of the Board of Trustees, however called and noticed, or whenever held, shall be valid as though made at a meeting duly held after regular call and notice of a quorum is present, and if either before or after the meeting, each of the Trustees not present signs a written waiver of notice or a consent to the holding of such a meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the Meeting.

**SECTION 5.** The majority of the Board of Trustees shall constitute a quorum thereof.

## ARTICLE X

### Officers:

**SECTION 1.** The officers shall be a President, Vice-President, a Secretary, and a Treasurer. Any or all officers may be, but shall not be required to be, members of the Board of Trustees.

**SECTION 2.** The officers shall be chosen by a majority of the Trustees.

**SECTION 3.** All officers shall hold office at the pleasure of the Board of Trustees.

**SECTION 4.** The President shall preside at all meetings of the Board of Trustees, shall see that orders and resolutions of the Board of Trustees are carried out, and sign all notes, leases, mortgages, deed and all other written instruments with the consent of the Board of Trustees.

**SECTION 5.** The Vice-President shall perform all the duties of the President in the absence of the President.

**SECTION 6.** The Secretary shall be the Ex-officio Secretary of the Board of Trustees, shall record the votes and keep the minutes of all proceedings. The Secretary shall keep the record of the Association. The Secretary shall record in a book kept for that purpose the names of all Members of the Association, together with their addresses as registered by such Members.

**SECTION 7.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees, provided however that a Resolution of the Board of Trustees shall not be necessary for disbursements made in the ordinary course of business. The Treasurer shall sign all checks and notes of the Association. Checks in excess of Three Thousand Dollars (\$3,000.00) shall require the signature of the President and the Treasurer of the Association.



**SECTION 8.** The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made at the completion of each fiscal year by a group of at least three Members to be appointed by the President at the annual meeting.

## **ARTICLE XI**

### **Meeting of Members:**

**SECTION 1.** The regular annual meeting of the Members shall be held on the second Thursday in January of each year. If the day for the annual meeting of the Members shall fall upon a holiday, the meeting will be held on the first day following which is not a holiday.

**SECTION 2.** Special meeting of the Members for any purpose may be called at any time by the President, the Vice-President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Trustees, or upon written request of one-fourth (1/4) of the total vote of the Association.

**SECTION 3.** Notice of any meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his/her address as filed with the Secretary, and notices of meetings shall be mailed to such address. Notice of any meeting of the Members, regular or special, shall be mailed at least ten (10) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of such meeting shall involve and be governed by the Articles of Incorporation or by the Restrictions applicable to the Properties, or any action for which other provisions are made in these Regulations, notice of such meeting shall be given or sent as therein or herein provided.

**SECTION 4.** The presence at the meeting of the Members entitled to cast, or of proxies entitled to meet two thirds (2/3) of the total votes of the Association shall constitute a quorum for any action governed by these Regulations. Any action governed by the Articles of Incorporation or by the Restrictions applicable to the Properties shall require a quorum as therein provided.

**ARTICLE XII**

**Proxies:**

**SECTION 1.** At all corporate meetings of Members, each Member may vote in person or by proxy.

**SECTION 2.** All proxies shall be in writing or by email, and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of his/her interest in the Properties.

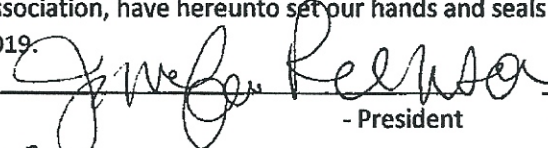
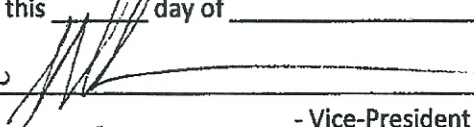
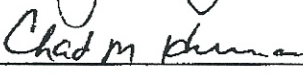
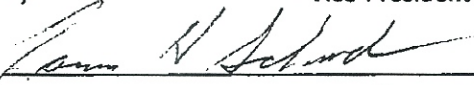
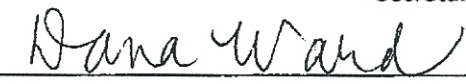
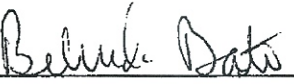
**ARTICLE XIII**

**Amendments:**

**SECTION 1.** These Regulations may be amended at a regular or special meeting of the Members by two thirds (2/3) majority vote of all the Members of the Association, in person or by proxy, at a meeting called for this purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, and provided that any matter stated herein to be, or which is in fact governed by the Restrictions, may not be amended except as provided in the Restrictions.

**SECTION 2.** In the case of any conflict between the Articles of Incorporation and these Regulations, the Articles shall control, and in the case of any conflict between the Restrictions applicable to the Properties referred to in Article I, Section 1 and these Regulations, the Restrictions shall control.

**IN WITNESS WHEREOF**, we, being all of the Trustees of Arlington Woods Property Owners Association, have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

 _____ - President	 _____ - Vice-President
 _____ - Secretary	 _____ - Treasurer
 _____ - Trustee	 _____ - Trustee

100-111

JULIE BAUMGARDNER  
Wood County Recorder  
04/24/2019 12:15:13 201904347  
DOCUMENT TOTAL 100.00  
Volume: 3674 Page: 427-437 OR

### AFFIDAVIT

STATE OF OHIO         }  
                                  } SS  
COUNTY OF WOOD     }

The undersigned, being first duly sworn, says that she is of full age and has personal knowledge of the facts hereinafter stated.

1. That I am the currently duly elected President of Arlington Wood Property Owners Association.
2. That attached hereto is the Code of Regulations which have been duly adopted by the association in accordance with Ohio's not-for-profit corporation statute.
3. That said Code of Regulations was accepted and adopted on January 10, 2019.
4. That pursuant to the Ohio Planned Community Act, Affiant offers this Code of Regulations for recording.
5. That this Affidavit is made with reference to the following:

Inlots number 1 through 39 and 41 in Arlington Woods, a subdivision in Liberty Township, Wood County, Ohio.

6. Affiant further sayeth not.

*Jennifer Robinson*  
Jennifer Robinson

Sworn to before me and subscribed in my presence this 18 day of April, 2019.

*Alma Rausch Huffman*  
NOTARY PUBLIC



DIANE RAUSCH HUFFMAN  
ATTORNEY-AT-LAW  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 O.R.C.

Instrument prepared by:  
SPITLER HUFFMAN, LLP  
131 E. Court St., Bowling Green, OH 43402