

**CODE OF REGULATIONS**

**OF**

**SPRING HILL NEIGHBORHOOD ASSOCIATION, INC.**

**Article I**

**Name, Principal Office, and Definitions**

**Section 1. Name.** The name of the Association shall be SPRING HILL NEIGHBORHOOD ASSOCIATION, INC., an Ohio non-profit corporation (hereinafter sometimes referred to as the "**Association**").

**Section 2. Principal Office.** During the Class "B" membership period, the principal office of the Association shall be located in the City of North Canton, Stark County, Ohio. After the termination of Class "B" membership period, the principal office of the Association shall be located in the City of Green, Summit County, Ohio. The Association may have such other offices, either within or without the Cities of North Canton or Green, as the Board of Directors ("**Board**") may determine or as the affairs of the Association may require.

**Section 3. Definitions.** The words used in this Code of Regulations ("**Code**") shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Spring Hill, Phase One recorded with the Summit County, Ohio Recorder (said declaration, as amended, restated, or extended from time to time, and such declarations, as amended, restated, or extended from time to time, recorded for subsequent phases of Spring Hill Allotment are hereinafter collectively referred to as the "**Declaration**"), unless the context shall prohibit.

**Article II**

**Association: Meetings, Quorum, Voting, Proxies**

**Section 1. Membership.** The Association shall have two (2) classes of membership, Class "A" and Class "B" ("**Members**"), as more fully set forth in the Declaration, the terms of which pertaining to memberships are specifically incorporated herein by reference.

**Section 2. Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either on the Property or as convenient thereto as possible and practical.

**Section 3. Annual Meetings.** After the date upon which Developer turns over the Association to the Class "A" members (the Turnover Date"), there shall be an annual meeting held in the first calendar quarter of each year, on a date and at an hour established, from time to time, by the Board.

**Section 4. Special Meetings.** The President of the Association may call special meetings. In addition, after the Turnover Date, it shall be the duty of the President of the Association to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board or upon a petition signed by holders of at least one-fourth (1/4th) of all of the votes of the Class A membership. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Notice of Meetings.** A written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, at least fifteen (15) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after it is deposited in the United States mail addressed to the Class "A" Member at his address as it appears on the records of the Association, or supplied by such Member to the Association for the purpose of notice, with postage thereon prepaid.

**Section 6. Waiver of Notice.** Waiver of notice of meeting of a Class "A" Member shall be deemed the equivalent of proper notice. Any Class "A" Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Class "A" Member, whether in Person or by proxy, shall be deemed a waiver by such Class "A" Member of notice of the time, date, and place thereof, unless such Class "A" Member or specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

**Section 7. Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the Class "A" Members, as the case may be, who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. 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. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Class "A" Members in the manner prescribed for regular meetings.

The Class "A" Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Class "A" Members to leave less than a quorum, provided that at least ten (10%) percent of the total

votes of the Association remains present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

**Section 8. Voting.** The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

**Section 9. Proxies.** At all meetings of Members, each Class "A" Member may act or vote in person or by proxy. The 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 his or her behalf shall be made in writing to the Secretary of the Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Association by the Member or Members making such designation and shall automatically cease upon conveyance by the Member of his or her Lot. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

**Section 10. Majority.** As used in this Code, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

**Section 11. Quorum.** The presence in person or by proxy of at least twenty-five percent (25%) of the voting power of each of the Class "A" and Class "B" Members of the Association shall constitute a quorum at all meetings of the Association except as otherwise provided in the Articles of Incorporation, the Declaration, or this Code. Notwithstanding any provision to the contrary in the Declaration or this Code, the initial Board of Directors elected by the Members after the Turnover Date shall be elected by a majority of those Members present for such election and a quorum need not be present to elect such Directors. Any provision in the Declaration concerning quorums is specifically incorporated herein. If a quorum is not present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 12. 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 in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

**Section 13. Action Without A Meeting.** Any action required by law to be taken at a meeting of the Class "A" Members or any action which may be taken at a meeting of the Class "A" Members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Class "A" Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Class "A" Members.

**Article III**  
**Board of Directors: Number, Selection, Term of Office**

**A. Composition and Selection.**

**Section 1. Number.** During the Class "B" membership period, the affairs of this Association shall be managed by a Board of three (3) Directors who need not be Members of the Association and who are appointed by the Developer. After the termination of the Class "B" membership or after the Turnover Date, at Developer's discretion, the affairs of the Association shall be managed by a Board of five (5) Members, who shall be Members of the Association and elected by the Class "A" members. Notwithstanding the any other provision of the Declaration or this Code, the initial Board of Directors elected by the Class "A" Members after the Turnover Date shall be elected by a majority of those Members present for such election.

**Section 2. Term of Office.** Prior to the Turnover Date, the Class "B" Member shall appoint three (3) Directors to serve as the Directors for the Association. After the Turnover Date, the Class "A" members shall elect five (5) Directors. All persons elected to the Board by the Class "A" Members of the Association, must be Owners within Spring Hill Allotment. The terms of the initial five (5) Board Members shall be staggered so that the term of one (1) member of the Board will expire and successors be elected at each Annual Meeting of the Association. Thereafter, each Director shall serve a three (3) year term. Only persons nominated as candidates shall be eligible for election as Director and candidates receiving the greatest number of votes shall be elected. Nominations for the election of members of the Board to be elected by the Class "A" Members may be made by any Class "A" Member. Nominations may also be made from the floor at the meetings.

**Section 3. Removal.** Any Director elected by the Class "A" Members may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor. Developer's appointed Directors may only be removed by Developer.

**Section 4. Compensation.** No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

**Article IV**  
**Nomination and Election of Directors**

**Section 1. Nomination.** Nomination for election to the Board shall be made from the floor at such meetings.

**Section 2. Election.** Elect to the Board may be by secret written ballot or other voting means. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Article V**  
**Meetings of Directors**

**Section 1. Regular Meetings.** Regular meetings of the Board shall be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 2. Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

**Section 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 4. Conduct of Meetings.** The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of the Board, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all Directors are able through telephone connection to hear and to be heard.

**Section 5. Open Meetings.** Subject to the provisions of Section 6 of this Article, and Section 2 of Article X, all meetings of the Board shall be open to all Class "A" Members, but Class "A" Members other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Member of the Board. In such case, the President may limit the time any Class "A" Member may speak.

**Section 6. Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**Section 7. Action Without a Formal Meeting.** Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members of the Board, and such consent shall have the same force and effect as a unanimous vote.

**Article VI**  
**Powers and Duties of the Board of Directors**

**Section 1. Powers.** The Board shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof in accordance with Article X hereof.

(b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended for infraction of Association rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of this Code, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual Assessment against each Lot;

(2) send thirty (30) day advance written notice of each Assessment to every Owner subject thereto; and

(3) foreclose the lien against any Lot for which Assessments are not paid by the due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and adequate officers and Directors indemnity insurance;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained.

(h) establish, levy, assess and collect all Assessments referred to or authorized in the Declaration.

## Article VII Officers and Their Duties

**Section 1. Enumeration of Offices.** The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board elected by the Class "A" Members and following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his or her successor is elected and has qualified, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, deeds, and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President: The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: 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; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## **Article VIII** **Committees**

**Section 1. Appointment of Committees.** The Board shall appoint an Architectural Review Committee, as provided in the Declaration, and a Covenants Committee, as provided below in this Code of Regulations. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.



**Article IX**  
**Finances of Association (Assessments)**

**Section 1. Preparation of Estimated Budget.** On or before December 15 of each year, the Board shall estimate the total amount necessary to pay the Assessments referred to in the Declaration together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and the amounts, if any, which may be received from special assessments, concessions, contracts for special services and facilities, and other sources. The Board shall notify each Member in writing as to the amount of such estimates. The failure of the Board and/or Association to comply strictly with the above time requirements shall not be deemed to be a waiver and shall not prevent the Association from collecting Assessments. The net of the aggregate amounts of such estimates (herein called the "**Estimated Cash Requirements**") of the next calendar year shall be assessed to those Members required to pay the Assessments according to and as specifically set forth in the Declaration. Each Member required to pay Assessments shall pay to the Association or as it may direct, the Assessment made pursuant to this Section on a date set by the Board and the Board may elect to collect annual Assessments semi-annually, quarterly, or monthly, in advance. The Board shall furnish to all Members an itemized accounting of the expenditures for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, by special Assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the last maturing monthly installments due from the Members under the current year's estimate, pro rata. Any net shortage shall be added pro rata to the next installment due after the rendering of the accounting.

Notwithstanding the provisions of this Section 1, the Board shall have the authority to establish payment of Assessments monthly, quarterly or semi-annually (rather than annually).

**Section 2. Reserve for Contingencies and Replacements; Special Assessments.** The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the "Estimated Cash Requirements" proves inadequate for any reason, including nonpayment of any Member's Assessment, the deficiency and any extraordinary expenditures in excess of the reserves therefor shall be assessed to the Members required to pay assessments, pro rata. The Association shall also make any necessary or desirable special Assessments, from time to time which shall be payable at the time or times the Board deems necessary or desirable. The Board shall serve notice of such further Assessments on Members required to pay Assessments, by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable by the date and upon the terms stated in the notice, which date shall be not less than ten (10) days after the delivery or mailing of such notice of further Assessment. Each party purchasing a Lot from Developer shall deposit with the Association, at the closing of his or her purchase, such sum as may be required by Developer as the new owner's initial contribution to the working capital of the Association. Such Contribution shall be non-refundable.

**Section 3. Failure to Prepare Annual Budget.** The failure or delay of the Association to prepare or deliver to a Member any annual or adjusted estimate shall not constitute a waiver or release in any manner of such Member's obligation to pay his share of the Assessments, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Member required to pay Assessments pursuant to the Declaration shall continue to pay the current charge at the existing rate established for the previous period until the Association mails or delivers notice of the new payment due as a result of the determination of the new annual or adjusted estimate.

**Section 4. Books and Records of the Association.**

(a) Inspection by Members and Mortgagees. The Declaration and Code, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Property as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (1) notice to be given to the custodian of the records;
- (2) hours and days of the week when such an inspection may be made; and
- (3) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Members of the Board. Every Member of the Board shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Member of the Board includes the right to make extracts and copies of documents at the expense of the Association.

**Section 5. Status of Funds Collected by 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 Members and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the use, benefit and account of all Members required to pay Assessments pursuant to the Declaration.

**Section 6. Depository.** The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations and/or such money market fund(s) as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by check signed by such persons as are authorized by the Board.

**Section 7. Annual Review.** The books of the Association shall be reviewed once a year by the Board and such review shall be completed prior to each annual meeting. If requested by a majority of the members of the Board, such review shall be made by a certified public accountant.

**Section 8. Remedies for Failure to Pay Assessments.** If an Owner shall be in default in the payment of any of the aforesaid Assessments, the Association shall have all of the remedies set forth in the Declaration, in this Code or at law or equity to collect such Assessments and all costs associated therewith.

## **Article X** **Indemnification**

Each member of the Board and each officer of the Association, and each former member of the Board and former officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him or her in connection with the defense of any pending, threatened or completed action, suit or proceeding, criminal, civil, administrative, or investigative, to which he or she is or may be made a party by reason of his or her being or having been such member of the Board or officer of the Association (whether or not he or she is a member or officer at the time of incurring such costs and expenses), unless such Board member or officer (or former Board member or officer) failed to act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal proceeding, he or she had no reasonable cause to believe his or her action was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction shall not create, of itself, a presumption that the person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, a presumption that the person had reasonable cause to believe that his or her conduct was unlawful. The determination of whether the Board member's or officer's conduct failed to qualify for indemnification shall be made either by (1) the opinion of independent counsel selected by the Association, (2) by a majority vote of the disinterested members of the Board of the Association, or (3) a majority vote of the disinterested members of the Association. The phrase "disinterested members" shall mean all members of the Board or of the Association other than (i) any member of the Board or officer of the Association who is a party to or threatened with such action, suit or proceeding; (ii) any corporation or organization of which such member of the Board or officer referred to in (i) above owns of record or beneficially ten percent (10%) or more of any class of voting securities; (iii) any firm of which such member of the Board or officer referred to in (i) above is a partner or member; and (iv) any spouse, child, parent, brother or sister of any such member of the Board or officer referred to in (i) above. The foregoing rights of indemnification shall inure to the

benefit of the heirs and legal representatives of each such member of the Board or officer and shall not be exclusive of other rights to which any member of the Board or officer may be entitled to or granted pursuant to Section 1702.12(E) of the Ohio Revised Code, as a matter of law, or under the Declaration, Articles, this Code, any vote of Association members or any agreement.

**Article XI**  
**Amendments to this Code of Regulations**

After the Turnover Date, this Code of Regulations may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of Members present in person or by proxy, provided, however, if the Developer applies for approval of the Federal Housing Administration or the Veterans Administration for mortgage financing then in that event, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

**Article XII**  
**Miscellaneous**

**Section 1. Fiscal Year.** The initial fiscal year of the Association shall be set by resolution of the Board.

**Section 2. Parliamentary Rules.** Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles, the Declaration, or this Code.

**Section 3. Conflicts.** If there are conflicts or inconsistencies between the mandatory provisions of Ohio law, the Articles, the Declaration, and this Code, the mandatory provisions of Ohio law, the Declaration, the Articles, and this Code (in that order) shall prevail.

**Section 4. Notices.** Unless otherwise provided in this Code, all notices, demands, bills, statements, or other communications under this Code shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) if to a Member, or at the address which the Member has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Living Unit of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.


**Section 5. - Headings.**

The heading of each Article and of each Section in this Code is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Code or in any way affects this Code.

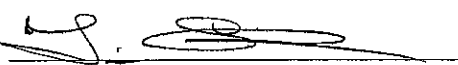
**Section 6. - Rule Against Perpetuities.**

If any of the options, privileges, covenants or rights created by this Code shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America, and Richard Cheney, Vice President of the United States of America.

IN TESTIMONY WHEREOF, the undersigned, being the President and Secretary of the Association, has caused this Code of Regulations to be duly adopted on or as of the 9<sup>th</sup> day of September, 2004.

  
Robert E. Roberts, Director

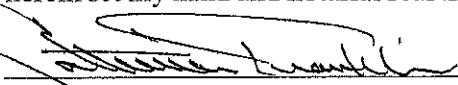
  
James R. Hinderer, Director

  
Terri Shoemaker, Director

STATE OF OHIO     )  
                                  ) SS.  
STARK COUNTY     )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Robert E. Roberts, James R. Hinderer and Terri L. Shoemaker, the Directors of Spring Hill Neighborhood Association, Inc. an Ohio not-for-profit corporation, who acknowledged that they executed the within instrument, that such execution was their free act and deed both individually and in their capacity as such directors of said Corporation.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 9<sup>th</sup> day of September, 2004.

  
NOTARY PUBLIC  
My Commission Expires: Aug 20, 2007