

HUDSON PARK ESTATES
HOMEOWNERS ASSOCIATION
BY-LAWS

EXHIBIT B

I. MEETINGS:

A. ANNUAL MEETING OF HOMEOWNERS ASSOCIATION

The annual meeting of the Association shall be held on February 1 of each year, unless another date prior to February 14th shall be selected by the Executive Committee. Notice of the time and place of this meeting shall be mailed by the Secretary on or before January 20th to the names and addresses of lot owners of record as of the end of the prior year.

B. SPECIAL MEETINGS OF HOMEOWNERS ASSOCIATION

Special meetings of the Association may be called on order of the Executive Committee, or by the owners of 10% of the total lots. The person or persons calling such meeting shall mail notices thereof to all owners not endorsing the call at least five days before said meeting is called, and shall bring proof of such notice for the records of the Secretary by affidavit showing names and addresses of all notices mailed. Calls for special meeting shall specify the objects and purposes of said meeting, and no other business shall be transacted at such special meetings.

C. MEETINGS OF EXECUTIVE COMMITTEE

The annual meeting of the Executive Committee shall be held immediately following the annual meeting of the Homeowners Association. No notice shall be required of this meeting. Special meetings of the Executive Committee shall be held on call of the President, or any two other officers, and notice may be waived by consent if three or more officers are present.

D. QUORUMS

A quorum for any meeting of the Homeowners Association or the

Executive Committee of the Association shall be a majority of the lot owners or a majority of the members of the Executive Committee, respectively. Lot owners may be represented by written proxies, and may appoint other owners or agents to vote for them by such proxies. These written proxies shall be submitted to the Secretary before commencing any meeting at which they are to be used.

II. MEMBERSHIP

A. MEMBERS DEFINED

Each owner of a lot or a fractional share of a lot in the planned unit development known as Hudson Park Estates, Hudson, Ohio, shall become a member of this Association. Each owner of a lot as shown on the plat of the development as recorded above is hereby a member of the Association, with the right of one vote for each lot owned by said Lot Owner, and the right of a fractional vote for each fraction of a lot owned by said owner. An owner of more than one lot shall be entitled to one vote for each lot owned. The lot owner is deemed to be a member of this Association, and thereafter entitled to the privileges of a member and subject to the obligations of a member, immediately upon the record of title to a lot or a fractional share of a lot in his, her or its name. A lessee (under a lease for over three years) or a purchaser under a land contract may also become a member of the Association upon a determination by the Executive Committee that such lessee or purchaser shall be substituted for the lot owner (whether a lessor or a land contract seller) in whose name the title to the lot was or continues to be held. Such membership would be effective upon determination by the Executive Committee. A beneficial interest in a lot or fractional share of a lot shall not be considered to be record title thereto.

B. CERTIFICATES OF MEMBERSHIP

Upon request and delivery of a copy of a recorded conveyance, lease for over three years, or land contract, the Secretary of the Homeowners Association shall issue a certificate of ownership to the person or persons designated in the instrument as lot owner. Such certificates shall be returned for cancellation on a reconveyance or transfer of the lot ownership. If a certificate is not returned for cancellation on or before the date on which title to a lot is transferred, the Secretary may cancel such certificate upon proper evidence that such certificate will not be returned by the seller of the lot. A certificate shall be evidence of membership and of the rights and obligations of membership. The Secretary's records of owners and addresses shall be considered for all purposes of membership to be correct, and the Secretary and officers have no duty to look beyond such records of members for any purpose, including notices, assessments and other communications. If a certificate is lost or mislaid, upon instructions from the Executive Committee, the Secretary shall issue a new certificate. Statement of such lost certificate shall be by affidavit of persons claiming the same.

III. ELECTION OF OFFICERS

At the annual meeting of the Homeowners Association, the following officers shall be elected for terms of one (1) year each: President, Vice-President, Secretary and Treasurer. Such officers shall be different individuals, and shall be lot owners or owners of fractional parts of a lot unless they are also officers of a corporation owning one or more lots. Such four persons shall

constitute the Executive Committee for management of ordinary affairs of the Association. A vacancy of any such officer shall be filled by election of the remaining members of the Executive Committee, to hold office until the next annual meeting of the Association. Such Executive Committee shall act as would a board of trustees or board of directors in a corporation in conduct of affairs. The Executive Committee shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties as Executive Committee hereunder. The Executive Committee shall not be held accountable for any mistake of judgment or other actions taken in good faith, or for any loss, unless resulting from their own negligence or misconduct.

IV. DUTIES OF OFFICERS

A. PRESIDENT

The President shall preside at all meetings of the Homeowners Association; and of the Executive Committee, shall exercise, subject to instructions and control of the Executive Committee, general supervision and administration of the ordinary affairs of the Association.

B. VICE-PRESIDENT

The Vice-President shall perform all duties of the President in his absence or during his inability to act, and shall have such further duties as may be assigned by the Executive Committee.

C. SECRETARY

The Secretary shall keep and maintain all minutes and records including correspondence, and of shareholders. Either the Secretary

or Treasurer shall keep the financial records of the Association as may be directed by the Executive Committee.

D. TREASURER

The Treasurer shall have the custody of the funds and securities of the Association, shall prepare statements of his accounts and of assessments, shall receive and disburse funds of the Association. All checks and withdrawals shall be countersigned by another officer of the Association. The Executive Committee may further direct his duties, and may require that he furnish bond. Selection of the depository for funds of the Association shall be by resolution of the Executive Committee, and usual resolution forms furnished by such bank shall be adopted and executed as may be required.

Prior to each annual meeting the Treasurer shall prepare an estimate and budget for expected expenditures in connection with the common property and other costs of the Association, and shall submit the same as part of his report at the annual meeting of the Association. Upon adoption of this budget, or a modification thereof, the proportionate part for each lot shall become the assessment for that lot, said sum to be due at once upon adoption, and payable within thirty (30) days of said adoption, to provide funds for payment of taxes on the common area and of other expenses as they shall become due. If unpaid, within said thirty (30) days, the assessments and any other unpaid assessments shall become liens upon the land, and the Treasurer without further notice or order shall so certify them.

V. INDEMNITY

1. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed cause of action, suit or proceeding, whether civil, criminal, administrative; or investigative (other than a suit by or in the right of the corporation) by reason of the fact that he is or was an officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as an officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the corporation for expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such cause of action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
2. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed cause of action or suit by or in the right of the corporation to procure a judgment in its

favor by reason of the fact that he is or was an officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as an officer, employee or agent of another corporation partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation. However, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless, and only to the extent that, the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

3. Any indemnification under paragraphs 1 and 2 (unless otherwise ordered by a court of competent jurisdiction) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs 1 and 2. Such determination shall be made (1) by the Association members by a majority

vote of a quorum consisting of Association members who were not parties to such action, suit, or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Association members so directs, by independent legal counsel in a written opinion. Notwithstanding the provisions of paragraphs 1 and 2 of this Article, to the extent that an officer, employee or agent of the corporation has been successful on the merits, or otherwise, in defense of any action, suit or proceeding referred to in such sections, or in the defense of any claim, issue, or matter therein, he shall, in any event, be indemnified against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him in connection therewith.

4. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation before the final disposition of such action, suit, or proceeding. Such expenses may be authorized by a majority vote of Association members in a specific case only upon receipt by the corporation of an undertaking by or on behalf of the officer, employee, or agent to repay any such amount unless it shall ultimately be determined that he is entitled to be indemnified in such amount by the corporation.
5. The indemnification provided by this Article Five shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by any law of the State of Ohio, by-law, agreement, vote of Association members, or otherwise, both as to action taken in his or her official capacity and as to action in another capacity while holding such office and shall continue as to

a person who has ceased to be an officer, employee or agent and such rights shall inure to the benefit of such person's heirs, executors, and administrators

VI. GENERAL PROVISIONS

A. FISCAL YEAR

The fiscal year of the Homeowners Association shall be the same as the calendar year.

B. EMERGENCIES

The President, or in his absence, the Vice-President, with approval of at least one other officer, may order any emergency repairs or maintenance to Association property and access road up to the sum of \$100.00. For repairs or maintenance expenses above such sum, resolution of the Executive Committee shall be required.

C. CONSENT TO ACTION WITHOUT MEETING

Either or both of the Homeowners Association and the Executive Committee may take any authorized action by written consent at any other time than at a regular meeting, according to the procedure for Corporations in Ohio Revised Code Section 1701.54; provided that at least two-thirds of the members of the Executive Committee, or owners of at least two-thirds of the units sign and approve minutes or petition for such action.

D. INSURANCE

The Executive Committee shall insure all lot owners and tenants and all persons lawfully in possession or control of any part of the Association property in a minimum amount of \$250,000 each person, \$500,000 each occurrence, for bodily injury and \$5,000

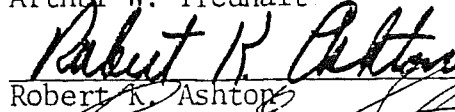
property damage arising from or relating to the common areas and facilities, and shall also obtain for the benefit of all to owners fire and extended coverage insurance on all buildings and structures of the Association property in an amount not less than eighty percent (80%) of the fair market value thereof. The cost of such insurance shall be a common expense to all members of the Homeowners Association.

The foregoing and within by-laws, rules and regulations are attached to and shall become part of the Declaration as the initial By-Laws.

IN WITNESS WHEREOF, we have set our hands this 31st day of January, 1977.

HUDSON PARK HOMEOWNERS ASSOCIATION
EXECUTIVE COMMITTEE


Arthur W. Treuhaff


Robert K. Ashton


Ben E. Strobel

Andrew J. McLandrich

STATE OF OHIO)
SUMMIT COUNTY) SS:

Before me, a Notary Public in and for said County, personally appeared the above named Arthur W. Treuhaff, Robert K. Ashton, Ben E. Strobel and Andrew J. McLandrich who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 1977.

NOTARY PUBLIC

This instrument prepared by:

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EXHIBIT C

HUDSON PARK ESTATES HOMEOWNERS ASSOCIATION

DECLARATION

WHEREAS:

The Plat of Hudson Park Estates as recorded in Plat Book 104, Page 37 - 39, of Summit County, Ohio, Records did designate certain areas of land as shown thereon as "Commons" and it is the intention thereof that said areas shall be conveyed to THE HUDSON PARK ESTATES HOMEOWNERS ASSOCIATION for the common and mutual use of all lot owners in said Hudson Park Estates;

In consideration of the mutual promises contained herein and of other good and valuable considerations, the undersigned Hudson Park Development, Inc. being the owner and developer of said subdivision, and the Grantor herein, does for itself, its successors and assigns, give, grant, bargain, and convey to the HUDSON PARK ESTATES HOMEOWNERS ASSOCIATION, to hold as trustee and to care for and to administer for the benefit of the individual lot owners of said Hudson Park Est. the following described parcels of land:

Parcel 1: (Furnish legal description)

Parcel 2: (and for following parcels of commons property)

The terms and conditions of this conveyance and declaration are as follows and are to be considered as conditions and encumbrances that run with the land:

1. The name of the organization shall be: THE HUDSON PARK ESTATES HOMEOWNERS ASSOCIATION.

2. Until further action by the Association, as recorded by amendment hereto the mailing address of said organization shall be 30559 Pinetree Road, Pepper Pike, Ohio 44124.
3. Ernest R. Genovese, 800 Centran Building, Akron, Ohio 44308 is hereby designated as the person to receive service of process and tax notices for the Association.
4. Each owner of a lot as shown on the plat of the development as recorded above is hereby a member of the Association, with the right of one vote for each lot owned by said Lot Owner, and the right of a fractional vote for each fraction of a lot owned by said owner.
5. Management and control of the above described property shall be in the Association. It shall administer all matters of the Association and the common property, including matters of maintenance, repair, and improvement, and rules and regulations for use of the property.
6. Ordinary affairs of the Association shall be conducted through its Executive Committee, which will ultimately be made up of the officers of the Association. This Committee shall meet as often as necessary for routine affairs, (and shall obtain such insurance as they deem necessary for Association property.
7. Assessments shall be made annually at the annual meeting of the Association for ordinary expenses including maintenance, taxes, and insurance and a 51 percent majority of the lots represented and voting at said meeting shall be sufficient to determine and to certify such usual assessments to the Treasurer of the Association for collection. And assessments made at a special meeting of the Association shall receive a 60 percent favorable vote of the lots represented at said meeting. Assessments shall be in equal amounts for each lot.

8. The Executive Committee shall determine and certify any questions of voting rights, and transfers of ownership of lot units for the purposes of Association Records.
9. Uniform restrictions appear on the Plat of the Allotment, and such restrictions may be enforced at any time either by an adjoining property owner, or by the Executive Committee.
10. This Declaration may be amended at any time either at a regular or special meeting of the Association, but such amendment or change shall be approved by affirmative votes representing at least 75 percent of all lots. Such votes may be by written consent as in Section 1701.54, Ohio Revised Code.