

AMENDMENTS TO THE
BYLAWS
OF
EASTWICKE FARMS HOMEOWNERS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE BYLAWS OF EASTWICKE FARMS HOMEOWNERS ASSOCIATION RECORDED AT INSTRUMENT NO. 56355109 AND THE EASTWICKE FARMS DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED AT PLAT BOOK F, PAGE 491 ET SEQ., PLAT BOOK G, PAGE 433 ET SEQ., PLAT BOOK H, PAGE 656 ET SEQ., PLAT BOOK K, PAGE 284 ET SEQ., AND PLAT BOOK L, PAGE 704 ET SEQ. OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THE AMENDMENTS TO THE BYLAWS OF EASTWICKE FARMS HOMEOWNERS ASSOCIATION WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: _____

BY: _____
FISCAL OFFICER

DOC # 56410075

Page 1 of 10
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Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



AMENDMENTS TO THE
BYLAWS OF
EASTWICKE FARMS HOMEOWNERS ASSOCIATION

RECITALS

- A. The Bylaws of Eastwicke Farms Homeowners Association (the "Bylaws") were recorded at Summit County Records Instrument No. 56355109.
- B. The Eastwicke Farms Homeowners Association (the "Association") is a corporation consisting of all Owners in Eastwicke Farms and as such is the representative of all Owners.
- C. Bylaws Articles VIII authorizes amendments to the Bylaws.
- D. A meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about February 25, 2018, and, at such meeting and any adjournment, Owners representing the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendments").
- E. Owners representing 84% of the Association's voting power in person or by proxy at the meeting have affirmatively consented to or voted in favor of Amendment C and signed limited powers of attorney authorizing the Association's officers to execute Amendment C on the Owners' behalf, as documented in the Association's records.
- F. Owners representing 90% of the Association's voting power in person or by proxy at the meeting have affirmatively consented to or voted in favor of Amendment D and signed limited powers of attorney authorizing the Association's officers to execute Amendment D on the Owners' behalf, as documented in the Association's records.
- G. Owners representing 91% of the Association's voting power in person or by proxy at the meeting have affirmatively consented to or voted in favor of Amendment E and signed limited powers of attorney authorizing the Association's officers to execute Amendment E on the Owners' behalf, as documented in the Association's records.

H. The Association has complied with the proceedings necessary to amend the Bylaws, as required by the Bylaws, in all material respects.

AMENDMENTS

The Bylaws of Eastwicke Farms Homeowners Association are amended by the following:

AMENDMENT A

Intentionally Left Blank - Amendment Proposal Did Not Pass

AMENDMENT B

Intentionally Left Blank - Amendment Proposal Did Not Pass

AMENDMENT C

INSERT a new BYLAWS ARTICLE II, SECTION 9. Said new addition, to be added to Page 3 of the Bylaws, as recorded at Summit County Records, Instrument No. 56355109, is as follows:

Section 9. Indemnification of Board Members, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director, officer, or committee

member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

A. Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

B. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or

incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

C. Directors, Officers, and Committee Members Liability.

The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as an Owner).

D. Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as Association members.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the indemnification of the Association's Directors, officers, and committee members. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.



AMENDMENT D

DELETE BYLAWS ARTICLE VI entitled, "Notice," in its entirety. Said deletion to be taken from Page 7 of the Bylaws, as recorded at Summit County Records Instrument No. 56355109.

INSERT a new BYLAWS ARTICLE VI entitled, "Notice." Said new addition, to be added to Page 7 of the Bylaws, as recorded at Summit County Records Instrument No. 56355109 is as follows:

ARTICLE VI
Notices

Section 1. Notice All notices required to be sent are subject to the following provisions:

A. All notices required or permitted under the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Association care of the managing agent, if any, or to such other address as the Board of Directors may designate by a notice in writing to all Owners.

B. All notices required or permitted under the Declaration or Bylaws to any Owner must be hand-delivered to the Owner or occupant or sent by regular U.S. mail, first-class postage prepaid, to such Owner's Lot address or to such other address designated by the Owner in writing to the Association or Board. Any notice required or permitted to be given to any occupant of a Lot other than an Owner will effectively be given if hand-delivered to the Occupant or sent by regular U.S. mail, first-class postage prepaid, to the Lot address.

C. In addition to the methods described in Paragraphs (A) and (B) above, due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and federal law, as well as by the Board, now or in the future: (1) any notice required in the Declaration or Bylaws to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment

required to be made, under the Declaration or Bylaws, may be accomplished using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Owners, individually or collectively, to or from any Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

i. For voting on matters other than the election of Board members, the Association may provide for voting by electronic transmission, provided that if the Association cannot guarantee the anonymity of an Owner's vote, the Association must provide the Owner with the option of casting an anonymous printed ballot.

ii. An electronic mail or other electronic transmission to an owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Owner in writing by regular U.S. mail to the Owner's Lot or last known address, or by hand delivery to the Owner.

iii. Any Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by hand delivery to the Owner or regular mail to the Owner's Lot or last known address.

iv. Any notice for the Annual Meeting of the Owners and/or invoice for annual dues will be sent by regular U.S. mail, first-class postage prepaid, to such Owner's Lot address or to such other address designated by the Owner in writing to the Association or Board. The use of electronic mail or other electronic



transmission may be used as a secondary method of notice to the Owner.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT E

DELETE BYLAWS ARTICLE III, SECTION 1 entitled, "Annual Meetings," in its entirety. Said deletion to be taken from Page 3 of the Bylaws, as recorded at Summit County Records, Instrument No. 56355109.

INSERT a new BYLAWS ARTICLE III, SECTION 1 entitled, "Annual Meetings." Said new addition, to be added to Page 3 of the Bylaws, as recorded at Summit County Records, Instrument No. 56355109, is as follows:

Section 1. Annual Meetings

The Association's annual meeting will be held at such time, at such place, and on such date during the first quarter of each calendar year as the Board determines and as stated in the meeting notice, for the election of Directors, the presentation of reports, and the transaction of such other business as is set forth in the meeting notice.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment changing the date for holding the annual meeting. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of



the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Eastwicke Farms Homeowners Association has caused the execution of this instrument this 19 day of August, 2018.

EASTWICKE FARMS HOMEOWNERS ASSOCIATION

By: 
MICHAEL A. HORVATH, its President

By: 
BRIAN FELICIANO, its Secretary




STATE OF OHIO)
)
COUNTY OF Summit) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Eastwicke Farms Homeowners Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 9 of 10, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal in Stow, Ohio, this 19th day of August, 2018.

Tara Murphy
NOTARY PUBLIC

Place notary stamp/seal here:



TARA MURPHY
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
November 17, 2020

This instrument prepared by:
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