

**DECLARATION REGARDING THE CODE OF REGULATIONS
OF THE TORREY PLACE HOMEOWNERS' ASSOCIATION, INC.**

THIS DECLARATION REGARDING THE CODE OF REGULATIONS is made and effective as of the 7th day of June 2016, by the President of the TORREY PLACE HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation ("Association").

RECITALS

- A. The Lots described on attached **Exhibit A** are part of the Torrey Place Subdivision (the "Subdivision");
- B. The owners of the lots within the Subdivision are members of the Association.
- C. The Association adopted the Code of Regulations of Torrey Place Homeowners' Association, Inc., as copy of which is attached hereto as **Exhibit B** ("Regulations").
- D. Ohio Revised Code Section 5312.02 requires the Regulations to be filed and recorded in order for the Association to pursue any civil action against any person based upon any provision of the Regulations.

NOW, THEREFORE, the undersigned does hereby certifies that he is the acting President of the Association, and does further certify, to the best of his knowledge, attached hereto as **Exhibit B** is a true, complete and correct copy of the Regulations, as the same have been in effect since adopted by the Association.

IN WITNESS WHEREOF, the undersigned hereby certifies the above to be true and has hereunto set his signature this 22 day of June 2016.

TORREY PLACE HOMEOWNERS' ASSOCIATION, INC.

By:


Danny Milligan, President

*This document is
being re-recorded
to include a copy
of the Code of Regulations
as Exh. B-T "B".



BK: 2664 PG: 1543

STATE OF OHIO)
) SS:
COUNTY OF CLEMONT)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 22 day of June 2016 by Danny Milligan, President of TORREY PLACE HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation, on behalf of the corporation.

Mary Susann Hamilton
Notary Public

This instrument was prepared in its unexecuted form by:
Isaac T. Heintz, Esq.
Finney Law Firm, LLC
4270 Ivy Pointe Blvd., Ste. 225
Cincinnati, Ohio 45245



BK: 2664 PG: 1544

EXHIBIT A

LOTS

Situated in Harvey and Stark Military Survey No. 3621, Miami Township, Clermont County, Ohio and being all of Lot Nos. 1 through 44 of Torrey Place Subdivision, as recorded in Plat Cabinet 8, pages 270 and 271 of the Clermont County, Ohio Subdivision Records. Lots numbered 1 through 43, being identified as Parcel Nos. 18-25-15A-144 through 18-25-15A-186 and Lot No. 44 being identified as Parcel No. 18-25-15A-125.



BK: 2664 PG: 1545



BK: 2664 PG: 1546

EXHIBIT B

CODE OF REGULATIONS

[See attached]



CODE OF REGULATIONS
FOR
TORREY PLACE HOMEOWNER'S ASSOCIATION

ARTICLE I
GENERAL

SECTION 1. Name and Nature of the Association. The name of the Association shall be Torrey Place Homeowner's Association, and shall be an Ohio nonprofit corporation.

SECTION 2. Membership. Each owner upon acquisition of title to a Lot shall automatically become a member of the Association. Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

SECTION 3. Definitions. The terms used in this Code of Regulations shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

ARTICLE II
MEETINGS OF MEMBERS

SECTION 1. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the Members as may be designated by the Board of Trustees in Clermont County, Ohio.

SECTION 2. Annual Meetings. The annual meeting of the Members shall be held at a date and time as set by the Board.

SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of the Board of Trustees or a written petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall designate such address by written notice to the Secretary. The mailing or delivering of a notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waived by him or her of such meeting.



SECTION 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members 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 of the adjourned meeting are 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 Members in the manner prescribed for regular meetings.

Those 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 Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

SECTION 7. Voting Rights. Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

SECTION 8. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

SECTION 9. Majority of Owners. As used in this Code of Regulations, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

SECTION 10. Quorum. Except as otherwise provided in these Code of Regulations or in the Declaration, the voting Members present, in person or by proxy, at any meeting of voting Members shall constitute a quorum for such meeting. Any provision in the Declaration concerning quorums is specifically incorporated herein.



SECTION 11. 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 the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 12. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

ARTICLE III BOARD OF TRUSTEES

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or this Code of Regulations, all of the authority of the Association shall be exercised by or under the direction of the Board of Trustees.

SECTION 2. Number and Qualification of Trustees. Initially, the Board of Trustees shall consist of three (3) persons until otherwise determined by a majority vote of the Owners. All Trustees must be Owners. The spouse of an Owner is qualified to act as a Trustee if both the Owner and the spouse occupy the Lot. No person and his or her spouse may serve on the Board at the same time.

SECTION 3. Nomination of Trustees. Nominations shall be permitted in writing at any time prior to a meeting and from the floor at a meeting.

SECTION 4. Election of Trustees. The Trustees shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of Members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise.

SECTION 5. Term of Office; Resignations. Each Trustee shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office or death. It is intended by these Code of Regulations that the terms of the Trustees shall be staggered with two (2) Trustees being elected in odd numbered years and one (1) Trustee being elected in even numbered years. The terms of the Trustees elected by the Owners shall be adjusted to carry out this intent.

Any Trustee may resign at any time in writing to that effect delivered to the Secretary of the Association. Such resignation to take effect immediately or at such other time as the Trustee may specify. In the event of death or resignation of a Trustee, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 6. Compensation. Members of the Board of Trustees shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.



SECTION 7. Removal of Trustee. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Trustees may be removed, with or without cause, by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy thus created. A Trustee whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Trustee who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Trustees at meeting, a quorum being present.

SECTION 8. Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Trustees.

SECTION 9. Special Meetings. Special meetings of the Board of Trustees shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 10. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Trustees, whether regular or special shall be given to each Trustee by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; or (c) by telephone communication, either directly to the Trustee or to a person at the Trustee's home or place of business who would reasonably be expected to communicate such notice promptly to the Trustee. All such notices shall be given or sent to the Trustee's address or telephone number as shown on the records of the Association. Notice sent by first class mail shall be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices given by personal delivery must be delivered at least seventy-two (72) hours before the time set for the meeting.

Waiver of notice of meetings of the Trustees shall be deemed the equivalent of proper notice. Any Trustee may, in writing, waive notice of any meeting of the Board either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Trustee at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of such meeting.

SECTION 11. Quorum of the Board of Trustees. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. 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.

SECTION 12. Conduct of Meetings. The President shall preside over all meetings of the Board of Trustees, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

SECTION 13. Limited Open Meetings. At the election of the Board, any meeting of the Board of Trustees may be made open to all Members of the Association, but Members other than the Trustees may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. A meeting of the Board shall be closed to the Members unless the notice calling the meeting expressly indicates that the meeting will be open to the Members.

SECTION 14. 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, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 15. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Trustees. Any such writing shall be entered into the minute book of the Association. For the purposes of this paragraph, an email approval of an action by a Trustee shall be considered signed by the Trustee.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Trustees may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Trustees.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Trustees at the first meeting of the Board following each annual meeting of the Members, as herein set forth In Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Trustees whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a management agent.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Trustees, the President, or the Secretary. Such resignation shall take effect on the date of the 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.



BK: 2664 PG: 1552

ARTICLE V
COMMITTEES

SECTION 1. General. Except as hereinafter provided in Section 2, committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution.

SECTION 2. Executive Committee. The Board of Trustees may, by resolution adopted or signed by all of the Trustees, appoint an executive committee to consist of three (3) Trustees. The Board may delegate any or all of its duties to such committee.

ARTICLE VI
DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association. The budget may also include a capital contribution or reserve. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot to be delivered to each Owner.

SECTION 2. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

SECTION 3. Computation of Assessments. The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots.

SECTION 4. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments shall be payable monthly. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section 1343.03 of the Ohio Revised Code calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by Law, the Declaration and these Code of Regulations.

SECTION 5. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien, interest and all costs of such collection, including but not limited to court costs, lien fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage, and convey any Lot.



ARTICLE VII
MISCELLANEOUS

SECTION 1. Fiscal Year. The Association may adopt any fiscal year as determined by the Board.

SECTION 2. Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these Code of Regulations, the provisions of Ohio law, the Declaration, the Articles of Incorporation, and this Code of Regulations (in that order) shall prevail.

SECTION 3. Books and Records.

a. Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member 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 Clermont County, Ohio, as the Board shall prescribe.

b. Inspection by Trustees. Every Trustee 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 Trustee includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 4. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or if emailed to an email address provided by the applicable party or if sent by first class mail, postage prepaid:

a. If to a Member, 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 residence of such Owner; or

b. If to the Association, the Board of Trustees, 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 Board with written notice to the Owners.

c. Each party that provides an email address shall be responsible to notifying the Association if the email address changes.

SECTION 5. Amendment. Except as otherwise provided by law or the Declaration, this Code of Regulations may be amended by a majority of the Owners.

SECTION 6. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Trustees may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.