

**AMENDED CODE OF REGULATIONS**  
**of**  
**PEMBROKE HOMEOWNERS' ASSOCIATION INC.**

**ARTICLE I**  
**Meetings of Members**

**(a) Annual Meeting:** The annual meetings of the members of this corporation shall be held at such place as may be designated by the Board of Trustees, at 7:30 o'clock P.M. on the first Monday in October, beginning with the calendar year of 1963. Written notice of each annual meeting, stating the time and place of such meeting, shall be given by mailing the same to each member at his or her address as it appears on the records of the corporation, not less than seven (7) nor more than fourteen (14) days before the date of the meeting.

**(b) Special Meetings:** Special meetings of the members may be called by the Board of Trustees and by such other persons as may be permitted by the laws of this State, by written notice given at least five (5) days before the date of such meeting, to each member by mailing the same to his or her address as it appears on the records of the corporation, which notice shall state the purpose for which such special meeting is called.

**(c) Quorum:** At all meetings, fifty (50%) of the members entitled to vote shall constitute a quorum. Proxy voting shall be permitted, but each proxy vote must be in writing and must expressly set forth the name and signature of the member casting the proxy. Votes cast by proxy shall be counted for a quorum and for the purpose of voting on issues scheduled for that meeting.

**(d) Voting:** In the event title to any lot is in the name of more than one person, the owners of such lot shall have collectively only one vote. Likewise, for the purpose of calling special meetings and for the purpose of determining whether or not a quorum is present, the owners of any such lot shall be considered as being but one member.

**ARTICLE II**  
**Board of Trustees**

The trustees names in the Articles of Incorporation are in office until the time fixed for the first annual meeting of members and until the successors or such Trustees are duly elected and qualified. Thereafter, the number of Trustees shall be five (5).

At the first annual meeting at which these Amended Code of Regulations are



submitted and approved, the three (3) nominees for Trustees receiving the highest number of votes shall be elected for two (2)-year terms; the two (2) nominees for Trustee receiving the next highest number of votes shall be elected for one (1)-year terms. At the next annual meeting thereafter, two (2) Trustees shall be elected for two (2)-year terms, and succeeding the Trustees elected at the first meeting for one (1)-year terms. At each subsequent annual meeting thereafter, the number of Trustees elected shall be determined by the number of Trustees whose terms expire at the date of that subsequent annual meeting.

For the purpose of conducting business at each annual meeting, the President and Secretary of the Association, elected and serving in those capacities for the preceding year, shall serve in those capacities for the purpose of conducting and recording the minutes of the annual meeting. Officers for the succeeding year shall be selected by the newly elected Board of Trustees either at the time of the annual meeting, or at a meeting of the Board of Trustees called for that purpose within thirty (30) days after the date of the annual meeting.

The election of Trustees shall be held at the annual meeting of members as above provided, but if Trustees are not then elected or if the annual meeting is not held at the time fixed in these Regulations, then such election shall take place at a special meeting called for that purpose. Trustees shall hold office until their successors are elected and qualified, except as noted above for the purpose of conducting the annual meeting.

Trustees must be members of this corporation or spouses of members.

### **ARTICLE III**

#### **Officers**

The officers of this corporation shall be a President, a Vice President, a Secretary and a Treasurer. Said officers shall be elected by the Board of Trustees and shall hold office until the date fixed by these Regulations for the annual meeting of members next following the election of such officers, and until their successors are elected and qualified. Only members of the Board of Trustees shall be eligible for election of officers.

### **ARTICLE IV**

#### **Duties of Officers**

**(a) President:** The President shall preside at all meetings of the members and Trustees, sign the records thereof, and perform generally all the duties usually performed by presidents of like corporations, and such other and further duties as shall be from time to time as required of him or her by the Board of Trustees.



**(b) Vice President:** The Vice President shall perform all the duties of the President in case of the absence or disability of the latter. In case both President and Vice President are absent, or unable to perform their duties, the Board of Trustees may appoint a resident pro tempore.

**(c) Secretary:** The Secretary shall keep minutes of all the proceedings of the members and Trustees of this corporation and make a proper record of the same, which shall be attested by him or her, and generally shall perform such duties as may be required of him or her by the Board of Trustees.

**(d) Treasurer:** The Treasurer shall receive and have in charge all moneys and securities belonging to this corporation, and shall disburse or otherwise deal with the same as shall be ordered by the Board of Trustees. He or she shall keep an accurate account of all moneys received and disbursed by him or her, and furnish an annual statement to the members of his or her receipts and disbursements, and shall generally perform such duties as may be required by him or her by the Board of Trustees, or as are usually performed by the treasurers of like corporations. On the expiration of his or her term of office he or she shall turn over to his or her successor, or to the Board of Trustees, all money and property of this corporation in his or her hands.

## **ARTICLE V** **Committees**

**(a) Approval and Plans of Committees:** The President shall appoint annually two (2) committees to be known as the Approval Committee and the Plans Committee, each of which shall be composed of three (3) members of the corporation, the identity of whom shall not be disclosed to anyone except those persons on the committee and the Vice President.

**(b) Duties of Approval Committee:** The Approval Committee shall consider and act upon all applications for consent to lease, sublet, pass possession or pass title, by deed or otherwise, all of the same to be in accordance with the restrictions applicable to this allotment or the lands herein otherwise described and all such applications for membership in this corporation and make a written report to the President concerning such together with their recommendations.

**(c) Duties of Plans Committee:** The Plans Committee shall consider and act upon all plans, specifications and grading plans of plots to be built upon and submit their report and recommendation in writing to the Trustees for final determination, and the Trustees shall in turn notify the person or persons who originally submitted the plans and specifications. The Board of Trustees may, in their sole discretion, hire a building consultant to aid the Plans Committee in its review of plans and specifications, and for that purpose the Association shall have the right to charge a "Plan Submission Fee" in an amount determined from time to time.



by the Board of Trustees, and for the purpose of compensating the building consultant hired by the Trustees.

**(d) Requirement of Unanimity:** Any action taken by either the Approva' Committee or the Plans Committee must be approved by a two-third majority of the members of the committee, and such committee shall submit their recommendations to the Trustees in writing, who shall in turn notify the original applicant of their final decision.

**(e) Other Committees:** The President may appoint such other standing or special committees as he or she or the Board of Trustees shall from time to time deem necessary and may prescribe the duties of such committees.

## **ARTICLE VI**

### **Qualifications of the Members**

Any person who desires to purchase, accept a transfer of, or acquire title in any way in any lot or plot of land in what is presently designated as Pembroke, a subdivision located in the southeast quarter of Section 4, Plain Township, Stark County, Ohio, and bounded on the west by Elmhurst Avenue, on the south by Applegrove Street, and on the east by Market Avenue, said premises being formerly known as the Essleburne Farm on North Market Avenue Extension, Plain Township, Stark County, Ohio, shall apply for membership in this corporation by signing an application in such form as may be prescribed by the Board of Trustees and by agreeing to be bound by the regulations and by-laws of the corporation if accepted as a member. If such applicant is accepted for membership in the corporation, in accordance with the procedure as provided for in Article V of these regulations, he shall become a member of this corporation upon the purchase or other acquisition of any lots or plots of land in the premises herein referred to. Such approval shall not be necessary upon the sale of any lots under judicial process, upon foreclosure of any mortgage in favor of any bank, building and loan association or insurance company, or upon the passing of title by device or descent, but any person acquiring title under any of the circumstances herein set forth shall become a member of this corporation upon the acquisition of title and shall be bound by all the other provisions hereof.

Any person, by becoming a member of this corporation, agrees that he or she will not sell, assign, transfer (except by transfer at death or by operation of law), or lease any lots or plots of land owned by him or her in said allotment to any person who is not approved as hereinbefore provided for and who agrees to abide by and comply with all of the provisions of this Code of Regulations.

The word "person" shall be construed throughout this code of Regulations and the Articles of Incorporation of this corporation to include firms and corporations.



**ARTICLE VII**  
**Initiation Fees, Dues and Annual Assessments**

Initiation fees, dues and/or assessments, if any, shall be fixed by the Board of Trustees from time to time in such amount as they may deem to be necessary and proper and in accordance with Item 11 of the restrictions imposed presently and to be imposed upon any allotments on the land hereinbefore described, which reads as follows:

C. & W. Development Corporation reserves the right to join in the organization of an Association or company to whose membership the owners of land in this addition may be eligible, whose object shall be the enforcement of restrictions and the doing of such maintenance of vacant property and streets as the Association may deem advisable, and for the doing of all things deemed necessary by said Association for the common benefit of all, and for the doing of such, may obligate the land herein sold for the payment of an annual assessment of a figure to be established by the Homeowners' Association.

**ARTICLE VIII**  
**Scope of Coverage**

The within regulations and each provision thereof shall be equally applicable to each member of the Association, regardless of whether that particular member's resident or lot is located in Pembroke Allotment No. 1, No. 2, No. 3, No. 4, or No. 5.

**ARTICLE IX**  
**Order of Business**

Unless this Regulation is suspended by a majority vote of the members present at any meeting of the members, the order of business at all members' meetings shall be as followings:

1. Opening of meeting.
2. Reading of reports and statements.
3. Unfinished business.
4. Election of Trustees, if in order at the meeting in question.
5. New or miscellaneous business.

**ARTICLE X**  
**Amendments**

These Regulations may be amended, supplemented or repealed by the written assent thereto of all the members of this corporation, or by a majority vote of the members of a meeting called for that purpose, or at any annual meeting of the members.



Instr: 200910200042884 10/20/2009  
P: 1 of 6 F: \$80.00  
Rick Campbell 12:03PM 15C  
Stark County Recorder T20090033582

**AMENDED AND RESTATED COVENANTS OF**  
**PEMBROKE HOMEOWNERS' ASSOCIATION, INC.**

**Revised October 2009**

AMENDMENT TO RESTRICTIVE COVENANTS OF THE PEMBROKE HOMEOWNERS' ASSOCIATION, INC., AFFECTING ALL LOTS IN PEMBROKE INCLUDING: PEMBROKE #1 AS RECORDED IN VOLUME 34, PAGE 105, OF THE PLAT RECORDS OF STARK COUNTY; PEMBROKE #2 AS RECORDED IN VOLUME 34, PAGE 212, OF THE PLAT RECORDS OF STARK COUNTY; PEMBROKE #3 AS RECORDED IN VOLUME 36, PAGE 32, OF THE PLAT RECORDS OF STARK COUNTY; PEMBROKE #4 AS RECORDED IN VOLUME 39, PAGE 99-100 OF THE PLAT RECORDS OF STARK COUNTY; PEMBROKE #5 AS RECORDED IN VOLUME 44, PAGE 70, OF THE PLAT RECORDS OF STARK COUNTY; AND ALL LOTS AS RECORDED IN VOLUME 153, PAGE 891, OF THE OFFICIAL RECORDS OF STARK COUNTY, AND AFFECTING ALL LOTS IN PEMBROKE ALLOTMENT NOS. 1-6 AS RECORDED IN VOLUME 980, PAGE 844, OF THE OFFICIAL RECORDS OF STARK COUNTY (COLLECTIVELY "PEMBROKE ALLOTMENT").

WHEREAS, on October 5, 2009, the Board of Trustees for the Pembroke Homeowners' Association, Inc. approved and accepted the vote of at least fifty-one (51) percent of all lot owners in Pembroke Allotment and of at least fifty-one (51) percent of the members of said Association regarding the amendment and restatement of the covenants and restrictions governing the Pembroke Allotment;

WHEREAS, the following covenants and restrictions shall supersede and replace all previous covenants governing Pembroke Allotment.



**FIRST:** The object of the Pembroke Homeowners' Association, Inc. ("Association") shall be the enforcement of the covenants and restrictions, overseeing such maintenance of vacant property, streets and lighting as the Association may deem advisable, and doing all things deemed necessary by the Association for the common benefit of all.

- Anyone purchasing a lot or lots agrees by acceptance of a deed to a lot located in Pembroke Allotment ("Lot"), to be a member of the Association, and agrees that it's Lot will be bound by these covenants and restrictions described herein.
- Dues amounts are set by the Board of Trustees of the Association ("Board") and are payable within 30 days after presentation. Unpaid dues are subject to penalties including deed impediments (liens) as determined by the Board.
- The Association shall have the right to charge and collect all attorney's fees and court costs associated with the Association's collection of dues, fees, or other sums owed by the Lot Owner, to enforce the provisions of this Restrictive Covenant, for the restraint of a violation of this Restrictive Covenant, or carrying out any object of the Association.
- It is the Lot owner's responsibility to notify the Board of an impending sale.

**SECOND:**

- No Lot shall be improved, used or occupied by any structure other than a residence used for single family, private dwelling house purposes.
- No residence shall be erected, added to or altered on a Lot that is designed to be occupied by more than one family.
- Not more than one residence shall be built on any one Lot; and no Lot shall be subdivided or allotted.
- No residence shall be erected on any Lot that does not have good architectural lines and proportions.
- No residence of any kind shall be moved upon any Lot, including but not limited to a mobile home, manufactured home, modular home or other structure fabricated in an off site facility for on site construction at a later date, or which has or had a certificate of title or which has or had a permanent label or tag affixed to it as specified in 42 U.S.C.A. 5415.
- No commercial signs or billboards shall be erected or maintained anywhere in Pembroke Allotment, however signage advertising a Lot for sale may be permitted as long as the signage is no larger than six (6) square feet.

**THIRD:**

- All garbage and trashcans and/or other forms of trash receptacles in Pembroke Allotment must be stored so as not to be visible from the street.
- All Lot owners shall cause their respective Lot to be mowed at least twice a month during the growing season and ensure the Lot is kept neat, in good appearance, and attractive for residential purposes.
- No excavation for the purpose of securing sand or gravel shall be made of greater extent or depth than necessary for construction of the residence or the appurtenance thereto, to be located on a Lot. No topsoil shall be removed from any Lot.



**FOURTH:**

- The erection of any residence, paving of driveway, and planting of lawn on any Lot must be completed within one (1) year from the beginning of construction operations.
- In addition to the residence, one (1), and only one (1), storage shed may be placed on a Lot if: (a) the Board approves of the proposed shed in writing; (b) the shed does not to exceed 12' wide x 14' long x 12' high; (c) the shed is made with all new materials, which shall include wood or vinyl siding and a shingled roof; (d) the shed will be placed in the back of the Lot at or past the two back corners of the residence and set no closer than 5' from property line; and (e) the shed complies with all county, state and township building codes. Reference: Plain Township Zoning Regulations.
- Any additional structures (such as, but not limited to, play structures) should be set no closer than 5' from the property line.

**FIFTH:**

- No residence may be erected or maintained on any Lot until the plans, elevations, location, materials and grade thereof have been submitted to the Board and approved by the Board in writing.
- No change or alteration may be made to the exterior design of any residence on a Lot after the original construction unless approved by the Board in writing.
- All garages shall be attached to the residence (with the entrance facing the side or rear.)
- All mailboxes, brackets, and posts are to be uniform with existing Lots as initially installed by the builder unless approved by the Board. (See standards)
- Uniform street lamps are to be installed by the builder and maintained by the Association.

**SIXTH:**

- Any residence erected wholly or partially on any Lot, shall have a 70 foot set-back to the front building line, unless designated otherwise on the recorded allotment plat.
- On corner Lots the set-back line from the side street (corner) shall be 30 feet and in each instance, shall present a good frontage on all streets.
- Any residence erected on a Lot shall cost no less than \$180,000.
- Lots shall be deemed to front on streets as indicated on the plat.
- No one-story residence, bi-levels or tri-level homes shall be erected on any Lot which have less than 2,500 square feet of living area above ground level.
- No two-story residence shall be erected on any Lot which has less than 1,450 square feet of first floor living area nor less than 1,050 square feet of second floor living area.
- The square feet area and cost herein indicated is as of November 1992, and its equivalent according to building costs fluctuation will be required at the time of building.

**SEVENTH:**

- No residence shall be erected on any Lot (except for "Ornamental Items" including but not limited to front steps, bay, projecting windows, stairway landing, cornice, spouting, chimneys, bracket, pilasters, grill work, trellises, and any other similar projections for purely ornamental purposes) shall be nearer the front lot line than as set forth in Item Six above. This same provision applies to outside lines of all corner lots.
- No residence shall be built (excluding Ornamental Items) nearer to the inside lot line than 15 feet and there shall be a minimum of 30 feet of side lot line as the combined distance of inside lot line of each side of any residence constructed (this building restriction is intended for the benefit of adjoining lot owners and where any person owns two or more adjoining lots, this restriction shall apply only to the outside lot lines of said lots owned by said person).
- On any corner lot, no shrubbery or trees nor structure of any kind including fences or stones shall be placed so as to obstruct motorist vision. If present shrubbery or trees grow so as to impair vision, trimming or removal shall be at the discretion of the Board.

**EIGHTH:**

- All Lot owners must maintain all structures and yards such that the Lot is neat, in good appearance and attractive for residential purposes.
- No Lot shall be obstructed physically or visually by vegetation.

**NINTH:**

- No fences or walls are to be erected without prior written approval of the Board of Trustees and may not exceed six (6) feet in height.
- No chain link or other wire fences are permitted on any Lot.
- No above ground swimming pools, portable or permanent, shall be placed on any Lot.
- Below ground swimming pools may be erected on any Lot if: (a) approved by the Board in writing; (b) the pool does not exceed 5% of the total Lot area; (c) and the pool and all appurtenances to the pool are not built within 30 feet of the back or side Lot lines.

**TENTH:**

- Passenger vehicles may be parked in driveways of Lots only if they are in running order and in regular use and no closer than 30 feet to the fronting street.
- No resident's vehicle(s) may be parked in any street of Pembroke Allotment on a regular basis.
- No junked vehicles may be parked anywhere in Pembroke Allotment, except in a closed garage, at any time.
- Vehicles may not be parked on unpaved areas of Lots, except on a temporary basis not to exceed 24 hours.





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Rick Campbell Stark County Recorder T20090033552

- Commercial vehicles may not be parked in Pembroke Allotment unless:
  - o they are a passenger-type automobile, van or pick-up truck, or
  - o they are parked within an enclosed garage, or
  - o they are vehicles parked temporarily and belonging to, or used by, a contractor employed by a Lot owner, or an agent of the Lot owner, for a specific repair, renovation, or improvement to the Lot or residence thereon.
- Campers, trucks (other than pick-up trucks of less than one ton capacity), motor homes, buses, trailers, boats or similar vehicles shall be parked or stored in garages at all times. Exceptions will be allowed, as in the instance of transferring a boat from water to storage between seasons, but no period shall be longer than one week at a time and not more than a total of three (3) weeks per year.

#### **ELEVENTH**

- No domestic animals except dogs and cats may be kept outside in Pembroke Allotment.
- No animals shall be raised for commercial purposes or be permitted to run at large in Pembroke Allotment.
- No nuisance of any kind shall be maintained or allowed in Pembroke Allotment and no use thereof shall be made or permitted that is noxious or dangerous to health or property.

#### **TWELFTH**

- No liquor, either malt, spirituous, vinous, or fermented, shall at any time be manufactured, sold or traded in Pembroke Allotment.

#### **THIRTEEN**

- The covenants and restrictions hereinbefore set forth, pertaining to the building covenants and restrictions, shall run with and bind the land hereinbefore described and all subsequent owners and occupants thereof.

#### **FOURTEENTH:**

- Any covenant or restriction contained herein may be enforced against any violation thereof by any present or future owner or owners of any Lot by any proper legal or equitable proceeding, the same being for the benefit of all present and future owners of land in said allotment.
- Any amended covenants adding additional restrictions shall not have retroactive effect and shall not apply to structures previously constructed or altered, or improvements to lots previously made in compliance with the covenants in effect when the amended covenants are adopted.

**FIFTEEN**

- The covenants and restrictions set forth herein, shall replace and supercede any and all prior versions, and may at any time and in any manner pursuant to the Code of Regulations be amended, supplemented, or repealed with the Association's written consent of fifty-one percent (51%) majority vote of the members of the Association voting in advance or at a special meeting for said purpose or annual meeting.

PEMBROKE HOMEOWNERS  
ASSOCIATION, INC.

By: Michael R. Hapraich  
President

ATTEST:

Rebecca K. Smith  
Secretary

This instrument prepared by:  
Pembroke Homeowners' Association, Inc.

STATE OF OHIO  
COUNTY OF STARK

Sworn to and signed in my presence by the president and secretary of the Pembroke Homeowners' Association, Inc. this 17th day of October 2009



JEANNE E. WEST  
Notary Public, State of Ohio  
My Commission Expires Feb. 3, 2014

Jeanne West  
Notary Public