

CODE OF REGULATIONS
FOR
BOSTON RESERVE HOMEOWNERS ASSOCIATION

By-Laws Created January 10, 2005

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ARTICLE I GENERAL

Section 1 Name and Nature of the Association

This organization shall be known as BOSTON RESERVE HOMEOWNERS INC. ASSOCIATION, and shall be an Ohio non-profit 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.

Section 4 Objectives

- A To implement through joint efforts of all owners of single-family dwellings located within the Boston Reserve Subdivision, Brunswick Hills, Medina County, Ohio, and exemplary community which will combine change with tradition and beauty with functional advancement, while preserving the natural serenity of the *gently rolling countryside* in which it is situated.
- B To achieve a high quality of life and provide an assurance policy providing for common courtesy for those residing in Boston Reserve Subdivision through joint effort.
- C To foster and maintain, through joint effort, the individual property values; the safety and security of homeowners, children, and property; and the common areas.
- D To foster and maintain cooperative efforts with neighboring homeowner associations.

ARTICLE II MEETINGS OF MEMBERS

Section 1 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 of Trustees either in Medina County, Ohio, or as convenient thereto as possible and practical.

Section 2 Annual Meetings

Annual Meetings shall be set by the Board so as to occur in the last three (3) months of each calendar year. 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 a quorum of the Board of Trustees or a written petition signed by at least twenty-five (25%) 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 meetings of the Association stating the purpose of the special meetings, 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 waiver by him or her of such meeting.

Section 6 Adjournment of Meetings

If any meetings 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 sixty (60) 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 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 record Owner of a fee simple title of any Lot, as a condition of ownership, shall be a Member and is entitled to one vote for each single Lot owned. When more than one person holds an interest in any given single Lot, all such persons shall be Members, and a vote of such Lot shall be exercised as they may deem among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Members. The Lot Owners herein described, which have no voting rights in the Association until the Declarant terminates its voting rights in the Association as provided in the Declaration. The Association may adopt rules regarding deadlocks. No votes allocated at a Lot owned by the Association may be cast.

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 noticed of the proxy 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 the Code of Regulations, the term majority shall mean those votes, Owners, Members, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 10 Quorum

Except as otherwise provided in these Codes of Regulations or in the Declaration, the presence in person or by proxy of one-third (33%) of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration covering 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

The Board of Trustees in the Association shall consist of not less than three (3) persons and no more than five (5) persons, all of whom must be Owners but a 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

Nomination for election of the Board of Trustees shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee may be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

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 at such elections. The Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

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 as relates to a total of three (3) Trustees being elected; three (3) Trustees being elected in the odd-numbered years and two (2) Trustees being elected in the even-numbers of years as it relates to five (5) Trustees being elected. The initial terms of the Trustees elected by the Owners shall be adjusted to carry out this intent.

Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or 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 Trustees

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 seventy-five (75%) vote of the Owners of the total voting powers 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 a meeting, a quorum being present.

Section 8 Organization Meetings

The first meeting of the members of the Board of Trustees following each annual meeting of the Members shall be held within ten (10) days thereafter as such time and place as shall be fixed by the Board.

Section 9 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, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

Section 10 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 11 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; (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 Trustees; or (d) by telegram or cablegram, charges prepaid. 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, telephone, or cablegram company 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 notice of such meeting.

Section 12 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 13 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 transactions occurring thereat.

Section 14 Open Meetings

All meetings of the Board of Trustees shall be 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.

Section 15 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 16 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. An explanation of the action taken shall be posted at a prominent place or places within the Properties within three (3) days after written consents of all the Board members have been obtained.

Section 17 Powers of the Association

The Association may:

A adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property;

B adopt rules and regulations for the use and enjoyment of the Common Areas and to enforce violations of the rules and regulations and the provisions and restrictions of the Declaration as against the Owners and Occupants. Any costs associated with enforcement of this Declaration, Rules of Regulations of the Association, including, but not limited to attorneys fees, witness fees, courts costs, legal assistant fees, and other costs shall be collected and assessed against the violator.

C adopt and administer Architectural Standards and enforce violations thereof;

D adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

E hire and discharge managing agents and other employees, agents and independent contractors;

F institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community.

G make contracts and incur liabilities;

H regulate the use, maintenance, repair, replacement and modifications of the Common Areas for which the Association has maintenance responsibility and other rights as set forth herein;

I cause additional improvements to be made as part of the Common Areas except that this power shall be limited to improvement required solely for surface water management, landscaping, signage and/or recreational purposes;

J acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

K grant easements, liens, licenses and concessions through or over the Common Areas;

L impose and receive any payments, fees or charges for the use, rental or operation of the Common Area and for services provided to Owners;

M impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Code of Regulations, Rules and Regulations of the Association.

N impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

O provide for indemnification of its officers and Board of Trustees and maintain Directors' and Officers' liability insurance;

P assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

Q exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

R exercise all other powers that may be exercised in this state by nonprofit corporations;

S declare the delinquent owners right to vote to be forfeited should the assessment not be paid by the due date; and

T exercises any other powers necessary and proper for the governance and operation of the Association.

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 the 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 judgement 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 finance, management agent or both.

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.

ARTICLE V COMMITTEES

Section 1 General

Except as hereinafter provided in Section 2, committees to perform such tasks and to serve for 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. Each committee be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

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. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Trustees for the operation and administrating of the Association.

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 for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

Section 2 Capital Budget and Contribution

The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual Assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and Assessment, as provided in Section 1 of this ARTICLE. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

Section 3 Failure to Adopt a 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 4 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 various Lots. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

Section 5 Payment, Delinquency, and Acceleration

Unless otherwise determined the by Board, all Assessments shall be payable annually. 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 the by 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 the Code of Regulations, except following any petition for relief pursuant to the United States Bankruptcy Code by an owner whose assessment has been accelerated shall operate as a restoration of the assessment to its prior status as if it has not been accelerated.

Section 6 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, and 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 Parliamentary Rules

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

Section 3 Conflicts

If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporations, 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 4 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 Medina County, Ohio, as the Board shall prescribe.

B Rules for Inspection

The Board shall establish reasonable rules with respect to payment of the cost of reproducing copies requested by a Member.

C 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 5 Notices

Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under the Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or it 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 not 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.

Section 6 Amendment

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

Section 7 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.

ARTICLE VIII INDEMNIFICATION

Section 1

The Association shall indemnify every person who is or has been a Trustee, officer, agent, employee or volunteer of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, judgements, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Trustee, officer, agent, employee or volunteer of the Association, or is or was serving in such capacity at the request of the Association, provided that person **(a)** acted in good faith and in a manner that person believed to be in or not opposed to the best interest of the Association, and **(b)** in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened pending or completed action or suit by or in the right of the Association to procure a judgement in its favor against any such person by reason of that person serving in such capacity, 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 a duty to the Association unless and only to the extent that the Court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the Court shall deem proper.

Section 2

Unless ordered by a Court, the determination of indemnification, pursuant to the foregoing criteria, shall be made **(a)** by a majority vote of a quorum of Trustees of the Association who were not and are not parties to or threatened with any such action, suit or proceeding, or **(b)** if such a quorum is not obtainable, or if a majority of the quorum of disinterested Trustees so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or **(c)** by the owners, or **(d)** by the Court in which such action, suit or proceeding was brought.

Section 3

Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the owners, or otherwise.

ARTICLE IX DURATION

The Association may be dissolved only with the same consents as are required to terminate the regime, as provided in the Declaration. In the event that the Association is dissolved, all of its assets shall be dedicated to

ARTICLE X DEFINITIONS

All terms used herein shall have the same meanings as set forth in the Declaration.

ARTICLE XI GRIEVANCE PROCEDURE

Recognizing that there may be times when a resident may have a grievance or complaint about another resident, the following is the procedure, which the resident must follow:

- 1 With the understanding that this is a neighborhood and mutual respect for each other is the goal, a resident must first approach the offending resident either by a conversations or correspondence.
- 2 If the conversation or correspondence does not resolve the problem, then a call to a board member would be appropriate.
- 3 The contacted board member would assist in a conflict management session with the hopes of settling the problem.
- 4 If the board member were not able to settle the difference, then it would be taken to the full board for further action, if deemed necessary.

ARTICLE XII AMENDMENTS

The Articles may be amended only under the same terms and conditions, and with the same approvals, as are provided in the Declaration for its amendment.

ARTICLE XIII
MISCELLANEOUS

During the Declarant Control Period, as defined in the Declaration, any annexation of additional properties, mergers and consolidations, mortgaging of the Common Areas, dissolution and amendment of the Articles requires prior approval of the Federal Housing Administration or the Veterans Administration.

IN TESTIMONY WHEREOF, the undersigned, of the Association has caused this Code of Regulations to be duly adopted on or as of the day of 2005

BOSTON RESERVE HOMEOWNERS' ASSOCIATION

By

President