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BYLAWS
FOR
GREENTREE HOMEOWNERS' ASSOCIATION
AND
AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
GREENTREE PLANNED UNIT DEVELOPMENT

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR GREENTREE PLANNED UNIT DEVELOPMENT RECORDED AT VOLUME 1136, PAGE 265 ET SEQ. OF THE PORTAGE COUNTY RECORDS.

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BYLAWS
FOR
GREENTREE HOMEOWNERS' ASSOCIATION

AND

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
GREENTREE PLANNED UNIT DEVELOPMENT

WHEREAS, on or about December 23, 1992, Frost Road Development Associates, an Ohio General Partnership, with Whitlatch & Co. ("Developer"), recorded the Declaration of Covenants and Restrictions for Greentree Planned Unit Development ("Declaration") at Portage County Records, Volume 1136, Page 265 et seq., and

WHEREAS, the Declaration subjected the real estate described in Exhibit "A" of the Declaration to the covenants, easements, and restrictions contained in the Declaration; and

WHEREAS, the Greentree Homeowners' Association ("Association") is a corporation consisting of all Owners in Greentree and as such is the representative of all Owners, and

WHEREAS, Ohio Revised Code Section 1702.10 requires a set of Bylaws to be drafted, voted on, and adopted by a majority of the Owners at a meeting, and

WHEREAS, Declaration Article X, Section 3 authorizes amendments to the Declaration, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about October 20, 2015, and, at such meeting and any adjournment, Owners representing at least 75% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matter to be modified ("Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 75% of the Association's voting

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PLANT INDUSTRY
WASHINGTON, D. C.

Report of the Director of the Bureau of Plant Industry
for the year ending June 30, 1914.

Presented to the Senate and House of Representatives
at their respective sessions, January 13, 1915.

By the Director, Bureau of Plant Industry,
U. S. Department of Agriculture.

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for in Act of October 3, 1917, authorized on July 1, 1918.

power, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 75% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to adopt the Bylaws and amend the Declaration as required by Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Bylaws for Greentree Homeowners' Association, Pages 1 through 30, are adopted and the Declaration of Covenants and Restrictions for Greentree Planned Unit Development is amended as follows:

AMENDMENT A

DELETE DECLARATION ARTICLE V, SECTION 4 entitled, "Due Dates of Association Assessments; Defaults," in its entirety. Said deletion to be taken from Pages 9-10 of the Declaration, as recorded at Portage County Records, Volume 1136, Page 265 et seq.

INSERT a new DECLARATION ARTICLE V, SECTION 4 entitled, "Due Dates of Association Assessments; Defaults." Said new addition, to be added on Page 9 of the Declaration, as recorded at Portage County Records, Volume 1136, Page 265 et seq., is as follows:

SECTION 4. Due Dates of Association Assessments; Defaults.

The Annual Association Assessment will be due and payable as determined by the Board. The due date of any Special Association Assessment will be fixed in the Resolution of the Members authorizing such Special Association Assessment, and written notice of such Special Association Assessment will be given to each Owner subject thereto at least 60 days in advance of such due date. Once a Special Association Assessment is authorized and notice is given, there will be no requirement for additional notice prior to any installment which may be due.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding assessments. The invalidity of any part of the above provision shall 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 shall have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

DELETE DECLARATION ARTICLE IX, SECTION 1 entitled, "Membership," in its entirety. Said deletion to be taken from Page 19 of the Declaration, as recorded at Portage County Records, Volume 1136, Page 265 et seq.

MODIFY DECLARATION ARTICLE IX, SECTION 2 entitled, "Duties." Said modification, to be made on Page 20 of the Declaration, as recorded at Portage County Records, Volume 1136, Page 265 et seq., is as follows (deleted language is crossed-out; new language is underlined):

~~SECTION 1.~~ SECTION 2. Duties. The Board and officers of the Association, elected as provided in the Bylaws, will exercise the powers, discharge the duties, and be vested with the rights of the Association conferred by operation of law, Bylaws, and this Declaration, unless a vote of the Owners is specifically required; provided, however, that in the event any such power, duty, or right will be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board, solely in their capacity as an officer or a member of the Board, they will be deemed to act in such capacity to the extent required to authenticate their acts and to carry out the purposes of this Declaration and Bylaws. In addition to administering the Association and attending to the maintenance of the Common Properties, the landscape easements that have been established on both sides of the Right-of-Way for Greentree Parkway, and any other easements, property rights and any other rights or duties hereby or subsequently granted or assumed by the Association, the Directors ~~Trustees~~ may adopt Bylaws ~~By-Laws~~

governing the actions of the Directors Trustees, officers, and the Members of the Association. Additionally, the Directors Trustees of the Association will shall fix the date of commencement and the amount of assessment against each Lot and Living Unit as provided in Article V, Section 2 herein.

DELETE DECLARATION ARTICLE IX, SECTION 3 entitled, "Terms of Office," in its entirety. Said deletion to be taken from Page 20 of the Declaration, recorded at Portage County Records, Volume 1136, Page 265 et seq., as added by amendment at Portage County Records at Instrument No. 9820388.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment regarding the Board of Directors. 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 the 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 the amendment.

The Greentree Homeowners' Association has caused the execution of this instrument this 21ST day of JUNE, 2017.

GREENTREE HOMEOWNERS' ASSOCIATION

By:


JOHN SCHMIDT, its President

By:


LARRY PULEO, its Secretary

STATE OF OHIO)
) SS
COUNTY OF Summit)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Greentree Homeowners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 5 of 6, 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 hereunto set my hand and official seal in Sagamore Hills, Ohio, this 21st day of JUNE, 2017.

Nancy-Anne Wargo
NOTARY PUBLIC

Place notary stamp/seal here:



This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com

BYLAWS
OF
GREENTREE HOMEOWNERS' ASSOCIATION

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BYLAWS OF
GREENTREE HOMEOWNERS' ASSOCIATION

These Bylaws of Greentree Homeowners' Association ("Bylaws") are attached and made part of the Declaration of Covenants and Restrictions for Greentree Planned Unit Development ("Declaration"). Certain capitalized terms have been defined in the Declaration and, when used in these Bylaws, have the same meaning as set forth in the Declaration. The purpose of these Bylaws is to provide for the establishment of a Homeowners' Association for the government of the Development in the manner provided by the Declaration and by these Bylaws. All present or future Owners, Occupants, guests, or tenants, any of their employees, or any other person who might use the facilities of the Development in any manner are subject to the covenants, provisions, and regulations contained in these Bylaws and are also subject to any restriction, condition, or regulation the Association adopts, through the Board. The mere ownership, acquisition or rental of any Living Unit located within the Development described in the Declaration, or the mere act of occupancy of any Living Unit/Lot will constitute acceptance and ratification of these Bylaws.

ARTICLE I

NAME AND LOCATION

Section 1. Name of the Association. The Association's name is "Greentree Homeowners' Association," an Ohio nonprofit corporation, created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio (the "Association").

Section 2. Location of Office. The Association's principal office will be located at such place as the Board may designate. The Association's official books and records must be kept at the office. If the principal office is a Board member's Living Unit, upon the expiration of the Board member's term, whether by resignation, removal, or otherwise, such Board member has an affirmative duty and responsibility to contact the succeeding Board member to arrange for the delivery of all Association books and records from the outgoing Board member's Living Unit to the respective incoming or succeeding Board member's Living Unit within 10 business days of such change of Board position.

Section 3. Definitions. Capitalized terms used in these Bylaws will have the meaning ascribed to them in this Article and if not defined below, the meaning ascribed to such term where it first appears in these Bylaws. Terms not defined in these Bylaws may be found in the Declaration. The following terms used are defined as follows:

(A) “**Board of Directors**” or “**Board**” means the Board of Directors of the Association.

(B) “**Bylaws**” means the Bylaws of Greentree Homeowners’ Association as may be amended from time to time.

(C) “**Chapter 5312**” means Chapter 5312 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(D) “**Common Elements**” means any real and personal property that the Association holds in fee, has use of pursuant to a lease or easement, or otherwise held for the common use and enjoyment of the Owners or Occupants that are not part of a Living Unit or Lot.

(E) “**Common Expenses**” means those expenses designated as Common Expenses in Chapter 5312, the Declaration, these Bylaws, and the following:

(1) all sums lawfully assessed against the Owners by the Association;

(2) expenses, rentals, charges, payments, and obligations of the Association incurred in the operation, administration, maintenance, repair, replacement, and improvement of the Common Elements and such other parts of the Development as provided for in the Declaration and these Bylaws and reserves established for such purposes;

(3) expenses, charges, and costs of utility services including but not limited to water, gas, sewer, electricity, light, heat, telephone or other utilities or services used, rented or supplied to or furnished to the Common Elements, Living Units and Lots, or to any one or more of them, which are charged to or initially paid for by the

Association and not the direct responsibility of any governmental agency or any Owner; and

(4) expenses determined from time to time to be Common Expenses by the Board.

(F) “Director(s)” means that person or those persons serving, at the time pertinent, as a director(s) of the Association and serving in the capacity of a member of the Board of Directors.

(G) “Development” means the land described in Exhibit “A” and attached to Volume 1136, Page 265 et seq. of the Portage County records.

(H) “Mortgagee” means a bank, savings and loan association, insurance company, mortgage company, or agency of the United States or any State, authorized and qualified to do business in the State of Ohio, and holding a first mortgage on a Living Unit or Lot, or any individual holding a mortgage on a Living Unit or Lot, of which mortgage interest the Association has received written notice.

(I) “Occupant(s)” means the person(s) who lawfully is in possession of or residing in a Living Unit.

(J) “Person” means a human being, corporation, partnership, trust or any other legal entity to which the law attributes the capacity of having rights and duties.

(K) “Sub-Association” means Bristol Lane Condominium Association, Heath Lane Condominium Association, Kensington Lane Condominium Association, and Hunter Ridge Cluster Home Community Association, Inc.

ARTICLE II

THE ASSOCIATION

Section 1. Membership. When a Person or entity acquires title to a Lot within the Development, the Person or entity becomes an Owner and automatically

becomes an Association Member, provided that any such Person or entity who holds an interest merely as a security for the performance of an obligation is not an Association Member. Such membership terminates upon the sale or other disposition by such Owner of his/her Living Unit, at which time the new Owner of such Living Unit automatically becomes an Association Member.

Section 2. Voting Rights. Subject to Article III, Section 9(L) below, there will be one vote for each of the Lots or Living Units comprising the Properties. If more than one Person owns a Lot or Living Unit, they will be entitled collectively to cast only one vote exercising the voting power of such Lot or Living Unit, as such voting power may not be divided among plural Owners, and in the case of plural ownership of a Lot or Living Unit, or in the case of the Lot or Living Unit owned or held in the name of a corporation, partnership, fiduciary, or nominee, a Certificate signed by the Owners will be filed with the Association's Secretary naming the Person authorized to cast votes for such Lot or Living Unit, which Certificate will be conclusive until a subsequent substitute Certificate is filed with the Secretary. If such Certificate is not on file, the vote of such corporation, partnership, fiduciary, or nominee will neither be considered nor will the presence of such Owner at a meeting be considered in determining whether the quorum requirements for such meeting have been met. If a Lot or Living Unit is owned by Owners as tenants in common, joint tenants, or tenants by the entireties, no Certificate need be filed with the Secretary naming the Person authorized to cast votes for such Lot or Living Unit, and either Person, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any Association meeting, unless prior to such meeting, either Person has notified the Secretary in writing that there is a disagreement as to who represents their Lot or Living Unit at the meeting, in which case the Certificate requirement set forth above applies, and, if no Certificate is filed with respect to such Lot or Living Unit and they are unable to agree upon their ballot on any subject at any meeting, they lose their right to vote on such subject.

Section 3. Classes of Membership. The voting rights of the Association are divided into one class: Class A. Class A Members are all Members with the exception of the Developer or the Grantor. Class A Members are entitled to one vote for each Lot or Living Unit owned by them.

Section 4. Proxies. Owners may vote, act, or execute consents, waivers, or releases in person or by proxy. The Person(s) appointed as proxy need not be an Owner. Designation by an Owner(s) of a proxy to vote, act, or execute on his/her or

their behalf, must be made in writing and signed by such Owner(s) or appointed in any other manner permitted by Ohio law, must be filed with the Secretary at or before the meeting, and is revocable at any time by actual notice to the Board by the Owner(s) making such designation. Without affecting any vote, act, or execution previously taken or authorized, the Owner(s) appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Association or by giving notice of revocation to the Association in writing or in an open meeting. The mere presence of the Owner(s) at a meeting does not revoke the proxy appointment.

Section 5. Meetings of the Association.

(A) **Annual Meeting.** The Association's Annual Meeting will be held for the election of members to the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as is properly brought before such meeting. The Annual Meeting will be held during the second quarter of each year on a date and at an hour and location as the Board determines and is specified in the meeting notice.

(B) **Special Meetings.** Special Association meetings may be called at any time by the President, by a majority of the Board acting with or without a meeting, or upon written request of Owners entitled to exercise at least a majority of the Association's voting power. Upon request in writing delivered either in person or by certified mail to the President or the Secretary by any Person(s) entitled to call a special Association meeting, such officer will set the date, time, and place for the special meeting and cause notice of the meeting to be given to all Owners in accordance with Section 4(C) below. If such notice is not given within 30 calendar days after the delivery or mailing of such request, the Person(s) requesting the meeting may fix the date and time of the meeting and give notice of such meeting to all Owners in accordance with Section 4(C) below. Calls for such meetings will specify the purpose for which such meeting is requested. No business other than that specified in the call and set forth in the notice can be considered at any special meeting. The order of business at each special meeting must be specified in the notice or agenda for the special meeting.

(C) **Notice of Meetings.** Not less than seven nor more than 60 days before the day fixed for an Association meeting, written notice stating the time, place, and purpose of such meeting will be given by or at the direction of

the Secretary or any other Person(s) required or permitted by these Bylaws to give such notice. The delivery of such notice will be given in accordance with Bylaws Article II, Section 7 to each Association Member who is an Owner of record as of the day preceding the day on which notice is given. Notice of the time, place, and purpose(s) of any meeting of the Owners may be waived in writing, either before or after the holding of such meeting, by any Owner(s), which writing will be filed with or entered upon the records of the meeting. The attendance of any Owner at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice will be deemed to be a waiver by the Owner of notice of such meeting.

(D) Quorum and Adjournment. The Owners present in person or by proxy constitute a quorum for the transaction of business to be considered at such meeting; provided, however, that no action required by law or by the Declaration or Bylaws to be authorized or taken by Owners entitled to exercise a designated proportion of the voting power may be authorized or taken by a lesser proportion. Owners entitled to exercise a majority of the voting power represented at a meeting may adjourn such meeting from time to time; if any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned to are fixed and announced at such meeting.

(E) Conduct and Order of Business at Annual Meetings. The Board may adopt rules for the conduct of all Association meetings. The order of business at all Association Annual Meetings must be as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Approval of minutes of preceding meeting;
- (4) Reports of Officers;
- (5) Reports of Committees;
- (6) Election of Inspectors of Election;
- (7) Election of Directors;
- (8) Unfinished and/or old business;
- (9) New Business; and,
- (10) Adjournment.

(F) Minutes of the Meetings. Minutes must be taken at all Association meetings at which a quorum is present. Copies of the approved

minutes must be available for inspection by Owners upon reasonable request, at the Association office or as kept by the Secretary.

Section 6. Actions Without A Meeting. Any actions, except an action for the removal of a Board member, which may be taken at an Association meeting, may be taken without a meeting with the approval of, in writing(s) signed by Owners having the percentage of voting power required to take such action as if the same had been taken at a meeting. Such writing(s) will be filed with the Secretary.

Section 7. Use of New Technology. 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: (i) any notice required to be sent or received; (ii) any signature, vote, consent, or approval required to be obtained; or (iii) any payment required to be made under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally recognized and accepted business practice. As of the effective date of this provision, this includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Owners and Board members, individually or collectively, to or from any Owner who has given the Association written consent to such use of electronic email or other electronic transmission, and/or for the Association to properly and effectively receive any Owner signature, vote, consent, or approval the Association needs or requires, subject to the following:

(A) For voting on 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 Owners with the option of casting an anonymous printed ballot.

(B) An electronic email 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 email 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, by hand delivery, or by leaving the notice under or attached to the front door of the Owner's Living Unit.

(C) Pursuant to the Board's decision, any requirement for a signature under this Declaration or Bylaws may be satisfied by a digital signature meeting the requirements of Ohio and Federal law when applicable.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Board of Directors. The Board constitutes for all purposes the Board of Directors as provided for under Ohio Revised Code Chapter 5312.

Section 2. Number and Qualifications. The Board of Directors is made up of nine members consisting of five representatives from the single-family Lots and one representative from each of the four Sub-Associations (to be appointed by each Sub-Association). The officers of the Association are a President, Vice President, Secretary and Treasurer. The officers are elected by the Board of Directors from among the Directors. All candidates for the Board must be in good standing with the Association at the time of election. Good standing requires that the member not be more than 30 days delinquent in the payment of any fees and/or assessments owed to the Association. No more than one Owner, spouse of such Owner, or representative of such Owner, of the same Lot or Living Unit may be a Board member at the same time.

Section 3. Nomination. Candidates for the Board can submit a written request to be placed on the ballot as a candidate for the election to the Board of Directors provided the candidate files a letter of intent with the Secretary at least 30 calendar days before the date of the Annual or special meeting. Nominations may also be made from the floor at the Annual or special meeting. If a candidate is not in good standing, he/she immediately fails to qualify for the Board and he/she is not eligible for election. A candidate need not be present at the meeting but must submit a letter prior to the meeting volunteering to be placed on the ballot.

Section 4. Election of Directors. The Board members are elected by all the Members at each Association Annual Meeting, but when the Annual Meeting is not held or Board members are not elected at the Annual Meeting, they may be elected at a special meeting called and held for that purpose. The election for Board members elected by all Members must be by written, secret ballot and conducted in the manner set forth in these Bylaws. Each Owner may vote for as many candidates as there are vacancies in the Board however caused. Candidates receiving the votes of Owners entitled to exercise the greatest number of votes, of those present in person or by proxy, will be elected to the Board. Cumulative voting is not permitted.

Section 5. Term of Office; Resignations; Vacancies. All Directors will be elected for a two-year term, however, the terms will be staggered so that at least one-fifth of the Board will expire annually and a 5-4 rotation is maintained at all times.

Section 6. Board Meetings.

(A) **Organization Meetings.** Immediately after each Annual Meeting, or any special Association meeting for the election of Board members, the newly elected Board members and those Board members whose terms hold over must hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

(B) **Regular Meetings.** Regular meetings of the Board may be held at such times and places as determined, from time to time, by a majority of the Board, but at least four such meetings must be held during each fiscal year. Notice of each meeting will be given in accordance with Section 6(G) below.

(C) **Special Meetings.** Special meetings of the Board may be held at any time upon call by the President or majority of the other Board members. Notice of the time, place, and purpose(s) of each special meeting will be given to each Board member by or at the Secretary's direction or by the Board members calling the meeting. Such notice may be given in any manner or method permitted by the Declaration or these Bylaws and at such time so that the Board member receiving it has a reasonable opportunity to attend the meeting. Such notice is, in all events, deemed to have been proper if given to

each Board member at least 48 hours prior to the meeting. The giving of notice is deemed to have been waived by any Board member who attends and participates in such meeting and may be waived, in writing or by electronic mail, by any Board member either before or after such meeting. Unless otherwise indicated in the notice for the meeting, any business may be transacted at any special meeting.

(D) Executive Sessions. At any regular or special meeting of the Board, the Board may, by the majority vote of the Board, adjourn to an executive session for purposes of discussing and/or taking action on matters of confidentiality, including, but not limited to: personnel issues/discipline, open contract bid solicitation, pending litigation and other matters protected under attorney-client privilege, or enforcement of the Declaration, these Bylaws, or rules against any Owner. Executive session minutes are not available for inspection and/or copying by Owners.

(E) Meeting Agenda. The President or authorized agent will establish the agenda for each Board meeting, which such agenda may be modified in whole or in part by a majority vote of the Board members present at any Board meeting.

(F) Conduct of Board Meetings. Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear (or simultaneously read if in electronic format, e.g. Internet chat room), participate, and respond to every other Board member.

(G) Notices. Written notice of the time and place of such meeting will be given to each Director either by personal delivery or by mail, fax, email, or telephone at least 48 hours before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Director at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice will be deemed to be a waiver by him/her of notice of such meeting. Unless otherwise indicated in the notice, any business may be transacted at any organizational or regular meeting.

(H) Quorum; Adjournment. A majority of the Board constitutes a quorum for the transaction of business, except that a majority of the

remaining Board members in office constitutes a quorum for filling a Board vacancy. At each meeting of the Board at which a quorum is present, all questions and business are determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

(I) Voting. Each Board member has one vote. A vote of a majority of the Board members voting on any matter at a duly called and noticed meeting at which a quorum is present is sufficient to determine any matter.

(J) Minutes of Board Meetings. Minutes must be taken at or for all Board meetings. Copies of the Board approved minutes, except for those taken during closed executive sessions, are to be available for inspection by Owners, upon reasonable request, at the office of the Association, or as kept by the Secretary.

(K) Actions Without A Meeting. Except for removal of officers, in lieu of conducting a meeting, the Board members may take an action with the unanimous written consent of the Board members, which written consent may be in electronic form, including by email or similar mode of communication permitted by Ohio law. The written consents must be reflected in or filed with the Board's meeting minutes.

Section 7. Removal of Directors. Except as otherwise provided in these Bylaws, the Board may remove any Board member and create a vacancy in the Board, if by order of court such Board member has been found to be of unsound mind, or if he/she is physically incapacitated, or if he/she files for bankruptcy or is adjudicated bankrupt, or if he/she is not a Member in good standing as defined in Article III, Section 2, or if he/she is involved in any legal action against the Association, or if he/she fails to attend three consecutive Board meetings. At any Association meeting duly called at which a quorum is present, any one or more of the Board members may be removed with or without cause by the vote of Owners entitled to exercise at least 75% of the Association's voting power, and a successor(s) to such Board member(s) so removed may be elected at the same meeting for the unexpired term of each such removed Board member. Any Board member, whose removal has been proposed, must be given an opportunity to be heard at such meeting prior to the vote on his/her removal.

Section 8. Powers. In addition to the rights, powers, and authority delegated or assigned to the Board in the Declaration or elsewhere in these Bylaws, the Board, in carrying out the purposes of the Development and subject to the limitations prescribed by law, the Declaration, or these Bylaws, for and on the Association's behalf, has the right, power, and authority to:

(A) Take all actions deemed necessary or desirable to comply with all requirements of the law, Declaration, and these Bylaws;

(B) Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees to perform such duties and services as the Board may authorize;

(C) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Development, or that involves two or more Owners or Living Units and relates to matters affecting the Association;

(D) Enter into contracts and incur liabilities relating to the operation of the Development;

(E) Enforce all provisions of the Declaration, Bylaws, covenants, conditions, restrictions, and Articles of Incorporation governing the Lots, Living Units, Common Elements, and Development;

(F) Adopt and promulgate rules, by due notice to the Owners, as the Board deems advisable, for:

(1) the maintenance, conservation, and beautification of the Development;

(2) the health, comfort, safety, and general welfare of the Owners and Occupants;

(3) the operation and use of the Development, in whole or in part; and

(4) in the event such rules conflict with any provisions of the Declaration or these Bylaws, the provisions of the Declaration and these Bylaws will govern.

(G) Grant easements, leases, licenses, and concessions through, under, or over the Common Elements;

(H) Purchase or otherwise acquire, lease as lessee, invest in, hold, use, encumber, sell, exchange, transfer, and dispose of real or personal property of any description or any interest subject to Article VIII, Section 3 below;

(I) Levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners;

(J) Impose reasonable charges to the Owner for preparing, recording, or copying the Declaration, Bylaws, or amendments, as well as reasonable charges for the handling of refinancing and/or resale certificates, documentation and/or statements of unpaid assessments;

(K) Authorize entry to any portion of the Development by designated individuals when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Living Unit, or to the health or safety of the Owners or Occupants of that Living Unit or another Living Unit;

(L) Establish, in the Board's sole determination, standards, and/or procedures for the suspension of the voting rights of an Owner and/or right of the Owner and/or Occupant to use any amenities. Default means the Owner is more than 30 calendar days delinquent in the payment of any assessment levied by the Association;

(M) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(N) Pay the taxes and assessments levied against the property the Association owns; and,

(O) Exercise for the Association all other powers, duties, and authority vested in or delegated to the Association pursuant to the Declaration, these Bylaws, and Ohio Revised Code 5312 unless expressly reserved to the membership by other provisions of these Bylaws or the Declaration.

Section 9. Committees. The Board may, by resolution, provide for standing or special committees as it deems desirable, and discontinue the same at its discretion. All committee members must be Members in good standing as defined in Article III, Section 2 above. Each committee only has such powers and may perform such duties, not inconsistent with law, as the Board may delegate to the committee. Each committee must keep full records and accounts of its proceedings and transactions. Each committee must report to the Board on any action taken at the Board's next meeting succeeding such action and is subject to the Board's control, revision, and alteration; provided that no rights of third Persons will be prejudicially affected. Each committee will fix its own rules of procedure and will meet as provided by such rules as determined by the Board, and it must also meet at the call of the President or of any two members of the committee. The provisions of Section 6(G) above relating to the notice required to be given of special Board meetings also applies to meetings of each committee. A majority of the members of a committee constitutes a quorum. A majority of the committee is necessary to constitute a quorum. The Board will fill vacancies on a committee.

Section 10. Fidelity Coverage. The Board will also obtain and maintain adequate insurance or fidelity bonding of all Persons who control or disburse funds of the Association against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds. The Board is to determine the appropriate amount of such bond/insurance taking into account the cost of the bond/insurance, the maximum amount of funds held by the Association during the fiscal year, and the requirements of federal or institutional mortgage associations, companies, or similar institutions. The Association will pay the premiums on such bonds/insurance as a Common Expense. As used in this paragraph, the term "Persons who control or disburse funds of the Association" refers to any individual with authority and/or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including but not limited to the management company's principals and employees, and the President and/or Treasurer. Any Person who controls or disburses Association funds must be able to be bonded or else he/she cannot serve in that capacity.

Section 11. Compensation. While serving on the Board, the Board members cannot receive any salary or compensation for their services. Any Board member, however, may be reimbursed for his/her actual expenses incurred in the performance of his/her duties, as solely determined by the remaining Board members. If any Board member, Board member's spouse, immediate family member (defined as any parent, child, or sibling of the Director), or any Occupant of the Board member's Living Unit, seeks to be retained to perform services for the Association for compensation, the respective Board member must disclose the conflict of interest and completely abstain from the Board's decision making process. If a majority of the Board members have a financial interest in the particular matter, the Board will submit the matter to the Owners for approval by a majority of the disinterested Owners.

Section 12. Annual Review. The Board must formally review the Association's finances at least once a year. In addition, at any time, upon the request of a majority of the Board members or of Owners holding at least a majority of the Association's voting power, the Board will cause a review or an audit of the books of the Association to be made by a Certified Public Accountant; any such review or audit will be a Common Expense.

ARTICLE IV

OFFICERS

Section 1. Election and Designation of Officers. The Board will elect a President, Vice President, Secretary, and Treasurer, each of whom must be a member of the Board. Any two of such officers, other than that of the President, may be held by the same Person, but no officer may execute, acknowledge, or verify any instrument in more than one capacity.

Section 2. Term of Office. The Association's officers hold office at the pleasure of the Board, and unless sooner removed by the Board, until the organizational meeting of the Board following the next Annual Meeting of the Association and until their successors are chosen and qualified. The Board may fill a vacancy in any office, however created.

Section 3. Removal and Resignation. The Board may remove any officer at any time, with or without cause, by a majority vote of the Board members then

in office. Any officer may resign at any time by giving oral statement at a Board meeting or written notice to the President or the Secretary. Such resignation automatically takes effect on the date of receipt of such notice or at any later time specified.

Section 4. Duties. Unless the Board otherwise determines, the duties of the officers are as follows:

(A) **President.** The President is the chief executive officer of the Association. He/She will preside at all Association and Board meetings. Subject to the Board's direction, the President has general executive supervision over the business and affairs of the Association. He/She will execute all legal instruments and other Association obligations and has such other authority and will perform such other duties as the Board may determine or as otherwise provided for in the Declaration or in these Bylaws.

(B) **Vice President.** The Vice President will perform such duties and has such authority as the Board may from time to time determine. At the request of the President, or in his/her absence or disability, the Vice President will perform all the duties of the President, and when so acting, has all the power of the President with like authority of the President.

(C) **Secretary.** The Secretary will keep, or delegate to the managing agent or other Person the Board approves, the minutes of all the proceedings of the Association Members and of the Board, record the votes of the Board and of the Owners, serve notice of Association and Board meetings as required by law, the Declaration, or by these Bylaws, and keep appropriate current records showing the names of Owners and Occupants together with their addresses, and has authority to execute all deeds, contracts, and other Association obligations requiring his/her signature, and will perform such other duties as may be determined by the Board.

(D) **Treasurer.** The Treasurer will have general supervision of all finances. He/She will be responsible for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursements of such funds as directed by Board motion, the keeping of proper financial books of account, the preparation of an annual budget, and a statement of income and expenditures, and will perform such other duties

as the Board may from time to time determine. Upon the expiration of his/her term of office, he/she will turn over to his/her successor or to the Board all property, books, documents, and money of the Association in his/her possession.

Section 5. Assistants and Other Officers. The Board may appoint such assistant and subordinate officers as it may deem desirable. Each such assistant(s) or subordinate officer(s) holds office at the pleasure of the Board, and will perform such duties as the Board may prescribe; however such assistant(s) and subordinate officer(s) will not have any voting power.

Section 6. Delegation of Duties. In the absence of any officer of the Association, or for any other reason as the Board may desire, the Board may delegate the powers or duties, or any of them, of such officers as set forth in this Article IV, to any other officer or to any Board member or to the Association's managing agent, lawyer, accountant, or such other professional as the Board so decides. In addition, the Board is generally authorized to control the action of the officers and to require the performance of duties in addition to those mentioned above.

Section 7. No Compensation to Officers. None of the Association's officers will receive compensation for his/her services as such.

ARTICLE V

INDEMNIFICATION

Section 1. In General. The Association will indemnify any current or former Board member, any current or former officer of the Association, any current or former committee member, and/or any of said Board member'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 him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member, officer, or committee member, provided it is determined, in the manner set forth below, that: (1) such Board member, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her

duty to the Association; (2) such Board member, officer, or committee member acted in good faith in what he/she reasonably believed to be in, or not opposed to, the Association's best interest; (3) in any criminal action, suit or proceeding, such Board member, officer, or committee member had no reasonable cause to believe that his/her conduct was unlawful; and, (4) 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 Board member, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, he/she must, in that event, be indemnified.

Section 2. 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.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article V 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, the Association's rules and regulations, any agreement, any insurance provided by the Association, Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association will purchase and maintain insurance on behalf of any Person who is or was a Board member, officer, or committee member against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member, officer, or committee member.

Section 4. Board Members, Officers, and Committee Member Liability. The Board members, officers, and committee members of the Association 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 indemnification will include, but is not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Board member, officer, or committee member means that such Board member, officer, or committee member is acting only as a representative of the Association and has no personal liability, except with respect

to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as an Owner.

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this section will constitute 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 Article V; provided, however, that the liability of any Owner arising out of the contract made by any Board member, officer, or committee member, or out of the aforesaid indemnity in favor of such Board member, 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 Members of the Association.

ARTICLE VI

FISCAL YEAR

The Fiscal Year of the Association ends on the 31st day of December of each year or on such other day as may be fixed from time to time by the Board.

ARTICLE VII

ASSESSMENTS

Section 1. Notice and Payment of Assessments. When the Board determines the amount of any assessment, the Board will notify each of the affected Owners of the assessment. All assessments will be payable to the Association. The Association may provide Owners the opportunity for electronic, automatic monthly payments of their assessment if the Board determines it is in the best interest of the Association. Assessments will be made against Owners in an amount not less than required to provide funds in advance for payment of all of the anticipated current Common Expenses and for all of the unpaid Common Expenses previously incurred.

Section 2. Obligation to Pay Assessments.

(A) Within 30 days after the Board has determined the amount of any Assessment, a notice of the Assessment will be mailed or presented to each of the affected Owners. All Assessments is payable to the Association and upon written request, the Secretary or Treasurer will give a receipt for each payment made.

(B) The Association will credit payments made by an Owner in the following order of priority:

- (1) First, to interest owed to the Association;
- (2) Second, to administrative late fees owed to the Association;
- (3) Third, to collection costs, attorneys' fees, and paralegal fees incurred by the Association in collecting the Assessment; and
- (4) Fourth, to the principal amounts the Owner owes to the Association for the Common Expenses or enforcement assessments chargeable against the Lot.

(C) Each Owner will pay his/her proportionate share of the Common Expenses as assessed against the Owners. Payment of any other Assessment will be made in such amounts and at such times as the Board may determine. The obligation to pay any Assessment is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off will be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under the Declaration or these Bylaws, or for inconvenience, discomfort or dislocation arising from the making of repairs or improvements that are the responsibility of the Association or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. No Owner of a Lot or Living Unit may exempt himself/herself from liability for any Assessment(s) by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of his/her Lot or Living Unit, or for any other reason.

Section 3. Preparation of Budget; Annual Assessments. The Board estimates the total amount necessary to pay all the Common Expenses for the

succeeding fiscal year together with any income the Association may receive (the "annual budget") as provided in Declaration Article V, Section 2.

(A) **Budget Shortfall.** If the amount of the annual budget proves to be inadequate for any reason, including non-payment of any Owner's assessment, the Board may assess the deficiency against the Owners and in such case the Board will give notice of the additional assessment to all Owners indicating the reasons for the additional assessment, the amounts payable by each Owner, and the adjusted monthly amounts reflecting such additional assessment thereafter payable by each Owner.

(B) **Budget Surplus.** If, at any time, the Board determines that the Association has collected a common surplus at the end of any fiscal year, such amount must, at the Board's sole discretion, be either credited promptly after the same has been determined to the installments next due from Owners under the current year's assessment until exhausted or applied toward reserves. Any and all interest earned on any reserves, savings, assessments, or other fees or monies held by the Association must be first charged against such Association expenses as the Board determines is in the Association's best interest, and then to such other purposes as the Board so determines.

Section 4. Year End Financial Summary. On or before the date of the Annual Meeting, the Board will supply to all Owners an itemized unaudited accounting of the Common Expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, by special assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves.

Section 5. Reserve for Contingencies and Replacements. The Board, on the Association's behalf and in the exercise of its sole business judgment, will build up and maintain a reasonable reserve for contingencies and to finance the cost of major repair or replacement of the components of the Development the Association is to maintain. The reserve is to be funded by the portion of the annual assessment earmarked in the annual budget for the reserve, provided that the amount set aside annually for reserves must not be less than the amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the reserve requirement is waived annually by the Owners exercising not less than a majority of the Association's voting power. Any interest earned on the reserve fund accounts will be accumulated in the reserve

account. Extraordinary expenditures not originally included in the budget, which may be necessary for the year, may, at the Board's discretion, be charged first against such reserve or paid for, in whole or in part, by a special assessment. Upon the sale of a Living Unit by any Owner, such Owner has no right to any portion of the funds in the reserve account; nor does any such Owner have any claim against the Association with respect thereto. The Board may allocate reserves to a particular item by a duly made, seconded, and approved motion that explicitly uses the word "allocate." Allocated reserves accumulated from prior years may only be expended for the allocated item unless there is an excess of allocated funds for any given item as evidenced by a professional reserve study or approved by a majority vote of the entire Association. If any funds remain after the expenditure of allocated funds on the specified allocated item, such excess funds will become part of the general reserves.

Section 6. Failure to Prepare Annual Budget or Make Current Assessments. The failure or delay of the Board in the preparation of any annual budget or in the giving of notice to Owners, or any delay in the making of assessments against Owners, or any of them, will not constitute a waiver or release in any manner of such Owner to pay his/her proportionate share of the Common Expenses, including reserves, whenever the same is determined and assessed. In the absence of any annual estimate of Common Expenses, including required reserves, or of any assessments based thereon, Owners will continue to pay the assessments at the existing rate established for each Owner then in effect, until the first maintenance payment becomes due, pursuant to a new assessment covering the current period duly made by the Board in the manner above provided in this Article VII.

Section 7. Books and Records.

(A) The Association will maintain correct and complete books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of the profits, losses, and expenses among and from the Owners, minutes of the Association and Board meetings, and records of names and addresses of the Owners and Occupants (the "Association's Records").

(B) The Board may adopt rules establishing reasonable standards for the examination and copying of the Association's Records, which may

include, without limitation, standards and limitations governing the type of documents that are subject to examination and/or copying, limitations on the use and distribution of such records, the times and locations at which the documents may be examined or copied, and a reasonable fee for the examination and/or copying of the documents. In the absence of any rules, any Owner or his/her Mortgagee, or by any representative of an Owner duly authorized, may, for reasonable purposes, during normal business hours and following a reasonable, prior written request to the Board, examine or copy the Association's Records, subject to a reasonable fee and the provisions of Chapter 5312. The reasonable fee can include copying, handling, mailing, labor, and inspection oversight costs. Within 10 days of a written request to the Board and upon payment of a reasonable fee, any Owner will be furnished a statement of his/her account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

(C) The Association will not permit examining and/or copying of any of the following from books, records, or minutes unless expressly approved by the Board:

(1) information that pertains to property-related personnel matters;

(2) communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation or other property-related matters;

(3) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(4) information that relates to the enforcement of the Declaration, these Bylaws or rules against other Owners; or

(5) the disclosure of information which is prohibited by state or federal law.

Section 8. Status of Funds Collected by Association. All funds collected are to be held and expended solely for the purposes designated in the Declaration, these

Bylaws, or Ohio law, and, except for such assessments as may be levied against less than all of the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments, are deemed to be held for the use, benefit, and account of all of the Owners. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, bank, or investment accounts as determined by the Board.

Section 9. Remedies Failure to Pay Assessments. If an Owner is in default in the payment of the aforesaid charges or assessments, or other charges authorized by the Declaration, within 30 days after same have become due and payable or as otherwise determined by the Board, the Board of Directors may bring suit for and on behalf of themselves and as representatives of all of the Owners, to enforce collection or to file a lien and/or to foreclose the lien as provided in the Declaration and Ohio law.

ARTICLE VIII

GENERAL POWERS OF ASSOCIATION

Section 1. Payments as Common Expenses. The Association, for the benefit of all the Owners, will acquire, and will pay for out of the Association's funds all Common Expenses arising with respect to, or in connection with Common Elements and may include the following:

(A) **Utilities and Related Facilities.** The cost of water, waste removal, electricity, gas, heat, or any other utility service for the Common Elements and Lot and/or Living Unit that are not separately metered or otherwise directly charged to Owners will be the Association's responsibility. In the event any utility service for a Lot and/or Living Unit is paid by the Association of any kind or nature not furnished to all Owners, the Association will charge monthly to the Owner of such Lot an estimated cost for such usage. However, the Board may discontinue payments of such utility service at any time, in which case each Owner will be responsible for direct payment of his share of such expense as determined by the Board. The Board has the further right and authority to set standards as to the reasonable amount of use of any utility service assessed as a Common Expense or "other charge," which may be applied equally to all Owners, and to then levy additional Assessments against any Owner to reimburse the Association for excessive

use of any utility service by such Owner in such amounts as the Board determines.

(B) Casualty Insurance. Premiums upon a policy(ies) of hazard and fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance the Board will review annually.

(C) Liability Insurance. Premiums upon a policy(ies) insuring the Association, the Board members and officers, the manager or managing agent, and the Owners and Occupants against any liability to the public or to the Owners, their tenants, invitees, and licensees, incident to the ownership and/or use of the Common Elements, as provided in the Declaration, the limits of which policy(ies) the Board will review annually.

(D) Other Insurance. Premiums for other insurance, including fidelity bonds or insurance, effected in accordance with the provisions of the Declaration or these Bylaws.

(E) Workers' Compensation. The cost(s) of workers' compensation insurance to the extent necessary to comply with any applicable laws.

(F) Wages and Fees for Services. The wages and fees for services of any Person(s) or firm the Association employs, including, without limitation, the services of any Person(s) or firm to act as a manager or managing agent for the Development, the services of any Person(s) required for the maintenance or operation of the Development, and legal and/or accounting services necessary or proper in the operation of the Development or the enforcement or interpretation of the Declaration, these Bylaws, and rules and for the organization, operation and enforcement of the rights of the Association.

(G) Reasonable Care of Development. The cost of landscaping, gardening, reasonable snow removal, painting, cleaning, maintenance, decorating, repair, and replacements of the portions of the Development that the Association is responsible for, as provided for in the Declaration, and such furnishings and equipment for such portions of the Common Elements, all as the Board determines are reasonably necessary and proper, and the Board has

the exclusive right and duty to acquire the same for such portions of the Development.

(H) Certain Maintenance of Lots or Living Units. In addition to the provisions and requirements contained in the Declaration, the cost of the maintenance, repair, or replacement of any Lot or Living Unit or other item of Owner responsibility as defined in the Declaration, including the costs of correction for any violation of the Declaration or rules, if such maintenance, repair, or replacement is necessary, in the Board's sole discretion, for safety, aesthetics, uniformity, or to protect the Common Elements or any Lot or Living Unit, and the Owner so responsible has failed or refused to perform such maintenance, repair, or replacement within a reasonable amount of time, as determined by the Board, after written notice of the necessity has been given to such Owner; provided that the Board will provide an opportunity for the Owner to request a hearing before the work and any special assessment is levied against such Owner for the cost of such maintenance or repair unless otherwise provided for in the Declaration.

(I) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance that may, in the opinion of the Board, constitute a lien against the Development or any part thereof and that arose by virtue of the Board's authorization or direction it being understood, however, that the foregoing authority is not in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien or for the work or labor authorized or directed by the Board, the Association may pay or otherwise discharge the lien, but the responsible Owner(s) are jointly and severally liable for the costs and expenses of discharging it, and any costs and expenses incurred by the Association by reason of said lien(s) will be specially assessed against such Owner(s).

(J) Additional Expenses. The cost and expense of any other materials, supplies, furniture, labor, services, maintenance, repairs, insurance, or assessments that the Association is required or permitted to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law or which, in the Board's opinion, are necessary or proper for the reasonable maintenance and operation of the Development as a first class property or for the enforcement or interpretation of the Declaration, these Bylaws, and/or the rules.

Section 2. Association's Rights to Enter Owners' Lots. The Association, through its Board or duly authorized agent(s) may enter any Lot when necessary, in connection with any maintenance, repair, or replacement for which the Association is responsible or if a Lot becomes impaired, in a neglected state or otherwise in need of repair or restoration, as solely determined by the Board, the Association, its Directors and officers, and/or agents will not be deemed guilty in any manner of trespass. If the Owner fails to repair, restore, or otherwise correct the condition after notice from the Association, the Association may, but not be obligated to, repair, restore, or otherwise correct the condition provided that the Association levy a Special Assessment against such Owner for the cost of such maintenance, repair, or replacement. Any damage to the Owner's personal property or the Lot as it existed at the time the Properties was originally established that arises during the Association's entry unto the Lot or during the performance of the needed maintenance, repair, and replacement work to the Common Elements will be repaired by the Association and the cost paid from the Association's insurance proceeds or charged as a Common Expense.

Section 3. Acquisition, Sale or Exchange of Real Property. Whenever the Board determines to acquire, sell, or exchange real property or any interest, the Board will submit such acquisition, sale, or exchange to a vote of the Owners and, upon the affirmative vote of the Owners entitled to exercise not less than 75% of the Association's voting power, the Board may proceed with such acquisition, sale, or exchange, in the name of the Association and on behalf of all Owners, and the costs and expenses incident to such acquisition, sale, or exchange constitutes part of the Common Expenses.

Section 4. No Active Business to be Conducted for Profit. Nothing contained in the Declaration and/or these Bylaws will be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

Section 5. Utility Contracts. In addition to the authority provided for in Section 1(A) above, the Board, on behalf of the Association and the Owners, individually and collectively, may negotiate and enter into contracts or other agreements with any utility service provider to provide for such services and service rates to and for the Development, including the Living Units, as the Board determines is in the best interest of the Association and/or Owners as a whole, whether or not such services are included and/or paid for as a Common Expenses or paid directly by the Owners.

Section 6. Insured Contractors. For any work or services to be performed on the Development, the Association will only retain and contract with licensed (as required by the State of Ohio) contractors, Persons, firms, and other entities that maintain and keep workers' compensation and liability insurance in such minimum amounts as may be required by the State of Ohio the Board.

Section 7. Applicable Laws.

- (A) Chapter 5312 of the Ohio Revised Code.
- (B) Chapter 1702 of the Ohio Revised Code.
- (C) The Declaration;
- (D) The Articles of Incorporation;
- (E) These Bylaws; and,
- (F) The rules adopted by the Board,

must be attempted to be interpreted as a harmonious whole, and this Association is subject to and governed by all of such laws, documents, and rules. In the event of any direct inconsistency in any provisions in any of the foregoing, the provisions, in the law or document first above listed must be given priority; provided, however, that all inconsistencies between or among the permissive provisions of Chapter 5312 and Chapter 1702 of the Ohio Revised Code and any provisions of any documentation or rules listed later, must be resolved in favor of the documents or rules listed later.

ARTICLE IX

AMENDMENTS

These Bylaws may be amended by the affirmative written vote of the Owners, exercised at a meeting or without a meeting by signed, written consent, entitled to exercise not less than 75% of the Association's voting power. Upon the adoption of any amendment, the President will file with the Recorder of Portage County an instrument executed with the same formalities, containing the amendment being made, the volume and pages of the original being amended, and the manner of the adoption of the amendment.

ARTICLE X

GENERAL PROVISIONS

Section 1. Special Services. The Board may arrange for the provision of any special services and facilities for the benefit of such Owners and/or Occupants as may desire to pay for the same, including, without limitation, cleaning, repair, and maintenance of Lots or exterior surfaces of Living Units. Fees for such special services and facilities will be determined by the Board and may be charged directly to participating Owners, or paid from the Common Expenses and levied as a Special Assessment due from the participating Owners. In the event any special services create a surplus, these funds will be added to the maintenance or reserve funds as the Board so determines.

Section 2. Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Lot will be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Owner whose Lot is subject to such mortgage or trust deed. Any Mortgagee may, from time to time, request in writing a written statement from the Board setting forth any and all unpaid assessments due and owing from its mortgagor Owner with respect to the Lot subject to the lien of its mortgage and such request will be complied with within 20 business days from receipt of such request.

Section 3. Notices. Any notices required to be given to any Person under the provisions of these Bylaws are deemed to have been given when personally delivered to such Owner's Living Unit, mailed to the last known address of such Owner or principal place of business if a corporation, or sent by electronic means as provided for in Bylaws Article II, Section 7. The effective date of such a notice is the date said notice is delivered. Notices required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his/her address appearing on the records of the Court wherein the estate of such deceased Owner is being administered.

Section 4. Disposition of Assets Upon Dissolution. Upon dissolution of the Association, the assets, both real and personal of the corporation, will be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets will be granted, conveyed and assigned to any non-profit corporation,

association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association Development will be effective to divest or diminish any right or title of any Member vested in him/her under the recorded Declaration applicable to the Development unless made in accordance with the provisions of the Declaration.

Section 5. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration applicable to the Development of these Bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

Section 6. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these Bylaws will be deemed to be binding on all Owners, their successors, heirs and assigns.

Section 7. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or of any part of the same, will not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

Section 8. Construction. Wherever the masculine singular form of the pronoun is used in these Bylaws, it is construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Section 9. Definitions. All capitalized words and terms used in these Bylaws have the same meaning as set forth in the Declaration.

Section 10. Captions. The captions used in these Bylaws are inserted solely as a matter of convenience and will not be relied upon and/or used in construing the effect or meaning of any of the text.