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AMENDED AND RESTATED

BYLAWS

OF

THE WOODLANDS HOME OWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF RESTRICTIONS, EASEMENTS AND COVENANTS FOR WOODLAND LAKE PHASE 1-A SUBDIVISION RECORDED AT VOLUME 6582, PAGE 101 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDED AND RESTATED BYLAWS OF THE WOODLANDS HOME OWNERS ASSOCIATION, INC. WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 7.6.2011

BY: Dyann James for
FISCAL OFFICER
Kristen Scalise CPA, CFE
Summit County Fiscal Officer

AMENDED AND RESTATED
BYLAWS OF
THE WOODLANDS HOME OWNERS ASSOCIATION, INC.

WHEREAS, on or about February 16, 1982, Sunrise Development Co., an Ohio corporation ("Declarant"), executed the Declaration of Restrictions, Easements and Covenants for Woodland Lake Phase I-A Subdivision (the "Original Declaration") and caused same to be recorded on or about April 12, 1982, at Volume 6582, Page 101 et seq., of the Summit County Records, and

WHEREAS, the Declarant adopted, but did not record, the Bylaws of The Woodlands Home Owners Association, Inc. (the "Original Bylaws"), and

WHEREAS, The Woodlands Home Owners Association, Inc. (the "Association") is a corporation consisting of all Owners in the Woodlands and as such is the representative of all Owners, and

WHEREAS, pursuant to Article VIII of the Original Bylaws, the Original Bylaws may be amended by the Association with the approval of a majority (50%) of the Owners; and

WHEREAS, Owners representing at least a majority (50%) of the voting power of the Association have executed an instrument in writing setting forth specifically the amendment to the Original Bylaws (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 50.69% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 50.69% of the Association's voting power authorizing the officers of the Association to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Original Bylaws have in all respects been complied with.

NOW THEREFORE, the Original Bylaws is hereby amended by the following (including the attached document):

A) **DELETE** the **BYLAWS** as referenced in the Declaration as recorded in Summit County Records Volume 6582, Page 101 et seq., and any amendments thereto.

B) **INSERT BYLAWS PAGES 1 through 25** as attached hereto as if fully rewritten hereon.

C) Any conflict between the provisions of the Bylaws contained in this amendment and the Bylaws as previously enacted, recorded and/or amended shall be interpreted in favor of the provisions of this amendment. No action to challenge the validity of this amendment after the adoption of this amendment by the Association may be brought more than one year after the instrument evidencing the same is recorded.

IN WITNESS WHEREOF, the said The Woodlands Home Owners Association, Inc. has caused the execution of this instrument this 28th day of June, 2011.

THE WOODLANDS HOME OWNERS ASSOCIATION, INC.

By: Michael Grau
MICHAEL GRAU, its President

By: Laurie Bosu
LAURIE BOSU, its Secretary



STATE OF OHIO)
)
COUNTY OF Summit)

SS


BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Woodlands Home Owners Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 2 of 3, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Stow, Ohio, this 28th day of June, 2011.

Ronald Lindson
NOTARY PUBLIC

Place notary stamp here:

Ronald Lindson
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 03/24/2015



This instrument prepared by:
Kaman & Cusimano, LLC., Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650

dmw



AMENDED AND RESTATED
BYLAWS
OF
THE WOODLANDS HOME OWNERS ASSOCIATION, INC.
A Nonprofit Ohio Corporation

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Kristen Scalise, Summit Co Fiscal Office

INDEX

Item and Section	Page
ARTICLE I	GENERAL
Section 1.	Preliminary Statement of Scope and Effect 1
Section 2.	Name 1
Section 3.	Principal Office 1
Section 4.	Definitions 2
ARTICLE II	THE ASSOCIATION
Section 1.	Membership 2
Section 2.	Voting Rights 2
Section 3.	Proxies 3
Section 4.	Meetings of Members 3
(A)	Annual Election Meeting 3
(B)	Special Meeting 3
(C)	Notice of Meetings 4
(D)	Quorum; Adjournment 4
(E)	Order of Business at Annual Election Meetings 4
(F)	Order of Business at Special Meetings 5
(G)	Minutes of the Meetings 5
(H)	Actions Without a Meeting 5
ARTICLE III	BOARD OF DIRECTORS
Section 1.	Board of Directors 5
Section 2.	Number and Qualification 5
Section 3.	Election of Directors; Vacancies 6
Section 4.	Term; Resignations 6
Section 5.	Organizational Meeting 6
Section 6.	Regular Meetings 7
Section 7.	Special Meetings 7
Section 8.	Quorum; Adjournment 7
Section 9.	Executive Sessions 7

Item and Section	Page
Section 10. Conduct of Board Meetings	7
Section 11. Voting Power	8
Section 12. Minutes of Board Meetings	8
Section 13. Removal of Directors	8
Section 14. Actions Without A Meeting	8
Section 15. Compensation	9
Section 16. Powers and Duties	9
Section 17. Committees	11
Section 18. Fidelity Bonds	12
 ARTICLE IV	
OFFICERS	12
Section 1. General Provisions	12
Section 2. Term of Office	12
Section 3. Compensation to Officers	13
 ARTICLE V	
DUTIES OF OFFICERS	13
Section 1. President	13
Section 2. Vice President	13
Section 3. Secretary	13
Section 4. Treasurer	13
Section 5. Resignation and Removal	14
Section 6. Assistant and Subordinate Officers	14
Section 7. Delegation of Authority and Duties; Control of Officers	14
 ARTICLE VI	
INDEMNIFICATION	14
Section 1. In General	14
Section 2. Advance of Expenses	15
Section 3. Indemnification Not Exclusive; Insurance	15
Section 4. Directors and Officers Liability	15
Section 5. Cost of Indemnification	16
 ARTICLE VII	
FISCAL YEAR	16



Item and Section	Page	
ARTICLE VIII	GENERAL POWERS OF THE ASSOCIATION	16
Section 1.	Payments As Common Expenses	16
(A)	Utilities and Related Facilities	16
(B)	Casualty Insurance	17
(C)	Liability Insurance	17
(D)	Other Insurance	17
(E)	Worker's Compensation	17
(F)	Wages and Fees for Services	17
(G)	Reasonable Care of Common Elements	17
(H)	Certain Maintenance of Lots	18
(I)	Discharge of Mechanic's Liens	18
(J)	Additional Expenses	18
Section 2.	Capital Additions, Alterations and Improvements	18
Section 3.	Association's Rights to Enter Lots	18
Section 4.	No Active Business to be Conducted for Profit	18
Section 5.	Miscellaneous Income	19
Section 6.	Special Services	19
Section 7.	Delegation of Duties	20
Section 8.	Acquisition, Lease, Sale or Exchange of Real Property	20
Section 9.	Applicable Laws	20
ARTICLE IX	RULES AND REGULATIONS	21
ARTICLE X	ASSESSMENTS	21
Section 1.	Determination of Assessments	21
Section 2.	Notice and Payment of Assessments	21
Section 3.	Obligation to Pay Assessments	22
Section 4.	Preparation of Budget, Assessments	23
Section 5.	Reserve for Contingencies and Replacements	24
Section 6.	Failure to Prepare Annual Budget or Make Current Assessments	24
Section 7.	Status of Funds Collected by Association	24
Section 8.	Books and Records of Association	25
Section 9.	Annual Review	26

Item and Section	Page	
ARTICLE XI	REMEDIES	26
	Section 1. Cost of Enforcement	26
	Section 2. Cost of Collection	27
ARTICLE XII	AMENDMENT	27
ARTICLE XIII	MISCELLANEOUS PROVISIONS	27
	Section 1. Copies of Notice to Mortgagees	27
	Section 2. Service of Notices on the Board	27
	Section 3. Service of Notices on Devisees and Personal Representatives	28
	Section 4. Non-Waiver of Covenants	28
	Section 5. Agreements Binding	28
	Section 6. Notices of Mortgages	28
	Section 7. Rights of Mortgagee	28
	Section 8. Lot Owner's Agreement	28
	Section 9. Severability	29
	Section 10. Perpetuities and Restraints on Alienation	29
	Section 11. Construction	29
	Section 12. Captions	29
	Section 13. Interpretation	29
	Section 14. Scrivener Errors	29



AMENDED AND RESTATED BYLAWS
OF
THE WOODLANDS HOME OWNERS ASSOCIATION, INC.

A Nonprofit Ohio Corporation

ARTICLE I

GENERAL

Section 1. Preliminary Statement of Scope and Effect. The within Amended and Restated Bylaws are attached to the Declaration of Restrictions, Easements and Covenants for Woodland Lake Phase I-A Subdivision (the "Declaration"). The purpose of these Amended and Restated Bylaws ("Bylaws") is to provide for government of the Association Property in the manner provided by the Declaration and Bylaws. All present or future owners or tenants, or any other person occupying or using the facilities of the Association Property in any manner shall be subject to the covenants, provisions and regulations contained in the Declaration and Bylaws and shall be subject to any restriction, condition or regulation hereafter adopted by the Board of Directors of the Association (the "Board"). The mere acquisition or rental of any of the Lots located within the Association Property described in the Declaration, or the mere act of occupancy of any of the Lots will constitute acceptance and ratification of the Declaration and Bylaws.

Section 2. Name. The name of the Association shall be "The Woodlands Home Owners Association, Inc.," a nonprofit Ohio Corporation called the "Association."

Section 3. Principal Office. The principal office of the Association shall be at such place as may be subsequently designated by the Board. All books and records of the Association shall be kept at the principal office.



Section 4. Definitions. As used in these Bylaws, terms defined in the Declaration shall have the same meaning. The term "Association Property" shall mean all real property comprising the Woodlands Lake Phase I-A Subdivision, including the individual sub-lots. The term "Common Elements" shall mean all real and personal property owned by the Association within the Woodlands Lake Phase I-A Subdivision, excluding the individual sub-lots.

ARTICLE II

THE ASSOCIATION

Section 1. Membership. Each Lot Owner, upon acquisition of title to a Lot, shall automatically become a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Such membership shall terminate upon the sale or other disposition by such member of his/her Lot, at which time the new Lot Owner of such Lot shall automatically become a member of the Association.

Section 2. Voting Rights. Subject to Article III, Section 16(R) below, there shall be one vote for each of the Lots comprising the Association Property. If more than one person shall own a Lot, they shall be entitled collectively to cast only one vote exercising the voting power of such Lot as such voting power may not be divided among plural owners, and in the case of plural ownership of a Lot, or in the case of the Lot owned or held in the name of a trust, corporation, partnership, fiduciary or nominee, a Certificate signed by the Lot Owners shall be filed with the Secretary of the Association naming the person authorized to cast votes for such Lot, which Certificate shall be conclusive until a subsequent substitute Certificate is filed with the Secretary of the Association. If such Certificate is not on file, the vote of such corporation, partnership, fiduciary or nominee shall not be considered nor shall the presence of such Lot Owner at a meeting be considered in determining whether the quorum requirements for such meeting has been met. If a Lot shall be owned by a husband and wife as tenants in common, joint tenants or tenants by the entireties, no Certificate need be filed with the Secretary of the Association naming the person authorized to cast votes for such Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting either spouse has notified the Secretary of the Association in writing that

there is disagreement as to who shall represent their Lot at the meeting, in which case the Certificate requirement set forth above shall apply and, if no Certificate is filed with respect to such Lot and they are unable to agree upon their ballot on any subject at any meeting, they shall lose their right to vote on such subject.

Section 3. Proxies. Lot Owners may vote, act, or execute consents, waivers or releases in person or by proxy. The person(s) appointed as proxy need not be a Lot Owner. Designation by a Lot Owner(s) of a proxy to vote, act, or execute on his/her or their behalf, shall be made in writing and signed by such Lot Owner or appointed in any other manner permitted by Ohio law, shall be filed with the Secretary, and shall be revocable at any time by actual notice to the Board by the Lot Owner(s) making such designation. Without affecting any vote, act or execution previously taken or authorized, the Lot 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 open meeting. The mere presence at a meeting of the Lot Owner(s) appointing a proxy does not revoke the appointment.

Section 4. Meetings of Members.

(A) **Annual Election Meeting.** The annual meeting of members of the Association for the election of Board members, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at such time and at such place within a ten (10) mile radius of the Association Property as may be designated by the Board and specified in the notice of such meeting. The annual election meeting shall be held within the first quarter of each calendar year.

(B) **Special Meeting.** Special meetings of the members of the Association may be held on any business day when called by the Association President, or by the Board by action at a meeting, or by a majority of the Directors acting with or without a meeting, or by members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association. Upon written request delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7), nor more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within ten (10) days after the receipt of such request, the persons calling the meeting may fix the time of the meeting and give notice of the meeting. Each special meeting shall be called to convene at such

time and shall be held at such place within a ten (10) mile radius of the Association Property as shall be specified in the notice of meeting. Calls for such meetings shall specify the purposes for which such meeting is requested. No business other than that specified in the call and set forth in the notice shall be considered at any special meeting.

(C) Notice of Meetings. Not less than seven (7), nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall 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. Such notice shall be given by electronic mail, hand-delivered or by sent regular U.S. mail, first-class postage prepaid to each member of the Association who is a Lot Owner of record as of the day preceding the day on which notice is given. If mailed, such notice shall be addressed to the members of the Association and others entitled to such notice at their respective addresses as they appear on the Association's records. Notice of the time, place and purpose of any meeting of members of the Association may be waived in writing by any members of the Association, either before or after the holding of such meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such 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 the member of notice of such meeting.

(D) Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise twenty-five percent (25%) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these Bylaws. The members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time until a quorum shall be present.

(E) Order of Business at Annual Election Meetings. The order of business at all annual meetings of members of the Association shall 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) Order of Business at Special Meetings. The order of business at each special meeting shall be specified in the notice of the meeting.

(G) Minutes of the Meetings. Minutes shall be taken at all meetings of the members of the Association at which quorum is present. Copies of the approved minutes shall be available for inspection by members upon reasonable request at the office of the Association or as kept by the Secretary.

(H) Actions Without a Meeting. All actions, except removal of a Director, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing or writings signed by members having the percentage of voting power required to take such action as if it had been taken at a meeting. Such writings shall be filed with the Secretary of the Association.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Board of Directors. The Board shall constitute for all purposes the Board of Directors.

Section 2. Number and Qualification. The number of Board members shall consist of five (5) persons, each of whom must be a Lot Owner or the spouse of a Lot Owner of a Lot, except in the case of a Lot held by a corporation, partnership, limited liability company, fiduciary, or nominee, the designated representative shall be eligible to serve as a member of the Board. All candidates for the Board must be in good standing with the Association at the time of the Annual Meeting or special meeting held for the election of Board members. Good standing requires that the member not be more than thirty (30) days delinquent in the payment of any fees and/or assessments owed to the Association. If a Board member ceases to meet

such good standing qualifications during his/her term, he/she shall cease to be a member of the Board and his/her place on the Board shall be deemed vacant. No single Lot may be represented on the Board by more than one (1) Director.

Section 3. Election of Directors; Vacancies. The required Directors shall be elected at each annual election meeting of members of the Association, but when the annual election meeting is not held or Directors are not elected, they may be elected at a special meeting called and held for that purpose. Such election shall be by written secret ballot whenever requested by any member; but unless such request is made, the election may be conducted in any manner approved at such meeting. Only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as there are vacancies in the Board however caused. Persons receiving the votes of members entitled to exercise the greatest percentage of voting power shall be elected Directors. The office of a Director who ceases to be qualified to serve as such shall automatically become vacant immediately thereupon. The remaining Directors, though less than a majority of the authorized number of Directors, shall, by a vote of a majority of their number, fill any vacancy for the unexpired term.

Section 4. Term; Resignations. Except as otherwise provided, each Director shall be a Board member until the expiration of his/her designated term and until his/her successor is elected, or until his/her earlier resignation, removal from office, ceases to be a member in good standing, or death. Any Director may resign at any time by oral statement to the effect made at a Board meeting or in writing to that effect delivered to the Secretary; such resignation shall take effect immediately or at such other time as the resigning Director may specify. The remaining Directors, though less than a majority of the authorized number of Directors, shall, by a vote of a majority of their number, fill any vacancy for the unexpired term. Board members shall be elected to serve staggered, two (2) year terms, thereby establishing and maintaining at all times a 3-2 rotation.

Section 5. Organizational Meeting. Immediately after each Annual Meeting or special meeting held in lieu of the Annual Meeting, the newly elected Directors and those Directors whose terms hold over, shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting of Directors need not be given.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least six (6) such meetings shall be held during each fiscal year.

Section 7. Special Meetings. Special meetings of the Board may be held at any time upon called by the President or any two Directors. Notice of the time, place and purpose(s) of each special meeting shall be given to each Director by the Secretary or by the person(s) calling such meeting. Such notice may be given in any manner or method including personal delivery or by mail, fax, email, or telephone and at such time so that the Director receiving it may have reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been proper if given to each Director at least forty-eight (48) hours prior to the meeting. The giving of notice shall be deemed to have been waived by any Director who shall attend and participate in such meeting and may be waived, in writing or by telegram, by any Director either before or after such meeting. Unless otherwise indicated in the notice, any business may be transacted at any organization, regular or special meeting of the Board.

Section 8. Quorum; Adjournment. A majority of the Board shall constitute a quorum for the transaction of business, except that a majority of the Directors in office shall constitute a quorum for filling a vacancy on the Board. Whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the meeting from time to time until a quorum shall be present. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 9. Executive Sessions. At any regular or special meeting of the Board, the Board may, by the majority vote of the Directors, 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, other matters protected under attorney-client privilege or enforcement of the Declaration, these Bylaws, or Rules against any Lot Owner. Executive session minutes are not available for inspection and/or copying.

Section 10. Conduct of Board Meetings. In accordance with Ohio Revised Code Section 5312.04, the Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that

each Director can hear or read in real time and participate and respond to every other Director. No Owner, other than a Director, may attend or participate in any discussion or deliberation of a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

Section 11. Voting Power. Each Director shall have one (1) vote. Vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine any matter. All questions and business shall be determined by a majority vote of those present.

Section 12. Minutes of Board Meetings. Minutes shall be taken at or for all Board meetings. Copies of the Board approved minutes, except for those taken during closed executive sessions, shall be available for inspection by Lot Owners, upon reasonable request, at the office of the Association, or as kept by the Secretary.

Section 13. Removal of Directors. Except as otherwise provided in these Bylaws, the Board may remove any Director and create a vacancy in the Board, if by order of court such Director has been found to be of unsound mind, or is physically incapacitated, files for bankruptcy, or is adjudicated bankrupt, not a member in good standing as defined in Article III, Section 2, involved in any legal action against the Association or fails to attend three (3) consecutive meetings of the Board. The remaining Directors, though less than a majority of the authorized number of Directors, shall, by a vote of a majority of their number, fill any vacancy for the unexpired term. At any Annual Meeting or special meeting duly called at which a quorum shall be present, any one or more of the Directors may be removed with or without cause by the vote of Owners entitled to exercise a majority of the voting power of the Association, and a successor(s) to such Director(s) so removed may be elected at the same meeting for the unexpired term of each such removed Director. Any Director, whose removal has been proposed, shall be given an opportunity to be heard at such meeting prior to the vote on his/her removal.

Section 14. Actions Without A Meeting. All actions, except removal of officers, which may be taken at a meeting of the Board, may be taken without a meeting with the unanimous consent in writing, or, if approved at the immediately following Board meeting, by electronic form, including by email telephone or such other means as permitted by Ohio law, of all of the members of the Board. Written confirmation signed by each Board member of the action taken without a meeting shall be filed with the minutes of the Board.

Section 15. Compensation. The Directors shall not receive any salary or compensation for their services, as such; provided that nothing contained in the Bylaws shall be construed to preclude any Director from having dealings with the Association in any other capacity and receiving compensation subject to approval by a majority vote of the Board, excluding the vote of the Director receiving said compensation.

Section 16. Powers and Duties. Except as otherwise provided by law, the Declaration or these Bylaws, the Board shall exercise all power and authority of the Association. The Board shall be responsible for the maintenance, repair and replacement of the Common Elements. In carrying out the purposes of the Association and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may:

(A) Exercise for the Association all powers, duties and authority vested in or delegated to this 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;

(B) Take all actions deemed necessary or desirable to comply with all requirements of law;

(C) Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board determines are necessary or desirable in the management of the Association Property and the Association;

(D) 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 of Directors, or the Association Property, or that involves two or more Lot Owners and relates to matters affecting the Association Property;

(E) Enter into contracts and incur liabilities relating to the operation of the Association Property;

(F) Enforce all provisions of the Declaration, Bylaws, covenants, conditions, restrictions, and articles of incorporation governing the Lots, Common Elements, and Association Property;

(G) Hold in the name of the Association real property and personal property;

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

(I) Purchase or otherwise acquire, lease as lessee, invest in, hold, use, lease as lessor, encumber, sell, exchange, transfer, and dispose of property of any description or any interest in property of any description subject to Bylaws Article VIII, Section 8;

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

(K) Impose interest and administrative late fees for the late payment of assessments, impose returned check charges, and, pursuant to the requirements of the Declaration and Ohio law, impose reasonable enforcement assessments for violations of the Declaration, these Bylaws, and the Rules, and reasonable charges for damage to the Common Elements or other property;

(L) Establish, enforce, levy and collect assessments against Lot Owners;

(M) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(N) Impose reasonable charges to the Lot 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;

(O) Authorize entry to any portion of the Association Property by designated individuals when conditions exist that involve an imminent risk of damage or harm to Common Elements or Lot, or to the health or safety of the occupants of the Lots or another Lot;

(P) Borrow money, assign, without limitation, the Association's right to future income, including the right to receive common assessments and insurance proceeds, and issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents, provided that of such borrowing is in excess of \$25,000.00 the prior approval of the members of the Association entitled to exercise a majority of



the voting power of the Association shall be obtained at a special meeting duly held for such purpose;

(Q) Establish, in the Board's sole determination, standards, and/or procedures for the suspension of the voting rights of a Lot Owner and/or right of the Lot Owner and/or occupant to use any recreational facilities or amenities provided by the Association during any period in which such Lot Owner shall be in default. Default shall mean Lot Owner is more than thirty (30) days delinquent in the payment of any assessment levied by the Association;

(R) Obtain insurance no less than that required in the Amended Declaration and fidelity bonds the Board considers appropriate and necessary;

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

(T) Pay the taxes and assessments levied against the property owned by the Association before they become delinquent; and

(U) Do all things permitted by law and exercise all power and authority within the purposes stated in the Declaration or incidental thereto.

Section 17. 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 these Bylaws Article III, Section 2. Each committee, consisting of not less than three (3) members, shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board. Each committee shall keep full records and accounts of its proceedings and transactions. All action by any committee shall be reported to the Board at its meeting next succeeding such action and shall be subject to control, revision, and alteration by the Board; provided that no rights of third persons shall be prejudicially affected. Each committee shall fix its own rules of procedure and shall meet as provided by such rules as determined by the Board, and it shall also meet at the call of the President or of any two members of the committee. Unless otherwise provided by such rules or by resolutions, the provisions of Section 7 of this Article III relating to the notice required to be given of special meetings of the Board shall also apply to meetings of each committee. A majority of the members of a committee shall constitute a quorum. Each committee may act in writing or by telephone with written confirmation, without a meeting, but no such action shall be effective unless unanimous written consent by all members of the committee has been obtained. Vacancies in a committee shall be filled by the Board

or as it may provide.

Section 18. Fidelity Bonds. The Association shall 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 shall 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 the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and/or similar institutions. 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, secretary, and treasurer of the Association. Any person who controls or disburse funds of the Association must be able to be bonded or else he/she cannot serve in that capacity.

ARTICLE IV

OFFICERS

Section 1. General Provisions. The Board shall elect a President, a Vice President, a Secretary and a Treasurer. The Board may, from time to time, create such offices and appoint such other subordinate officers and assistants as it may determine. The President, Vice President, Secretary and Treasurer must be Board members. Any two (2) of such offices, other than that of President and Vice President, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Term of Office. The officers of the Association shall 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 remove any officer at any time, with or without cause, by a majority vote. A vacancy in any office, however created, shall be filled by the Board.

Section 3. No Compensation to Officers. None of the officers of the Association shall receive compensation for his/her services as such.

ARTICLE V

DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association. He/She shall preside at all meetings of the Board of Directors. Subject to the directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. He/She may execute all legal instruments on behalf of the Association and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise provided for in the Declaration or in these Bylaws.

Section 2. Vice President. The Vice President shall perform all the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board. At the request of the President, or in his absence or disability, the Vice President shall perform all the duties of the President, and when so acting, shall have all the power of the President with like authority of the President.

Section 3. Secretary. The Secretary shall keep the minutes, proceedings of meetings, and record the votes of the Board and of the Lot Owners, shall serve notice of meetings of the Board and of the Lot Owners, as required by law or by these Bylaws, and keep appropriate current records showing the names of Lot Owners and occupants together with their addresses, and shall perform such other duties as may be determined by the Board.

Section 4. Treasurer. The Treasurer shall have general supervision of all finances, assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursements of such funds as directed by resolution of the Board, the keeping of proper financial books of account, the preparation of an annual budget, and a statement of income and expenditures to be presented to the Lot Owners at the annual meetings and the delivery or mailing of a copy of each to all of the Lot Owners, shall turn over to his/her successor or to the Board all property, books, documents, and money of the

Association in his/her possession, and shall perform such other duties as may be determined by the Board.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority vote of the Directors then in office. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified, and the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Assistant and Subordinate Officers. The Board may appoint such assistants and subordinate officers, who need not be Board members or Lot Owners, as it may deem desirable. Each such assistant and subordinate officer shall hold office at the pleasure of the Board and perform such duties as the Board may prescribe. The Board may, from time to time, authorize any officer to appoint and remove assistants and subordinate officers and to prescribe their authority and duties.

Section 7. Delegation of Authority and Duties; Control of Officers. Nothing contained in these Bylaws shall be construed so as to preclude the Association, through its Board and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall, from time to time, specify and to provide for reasonable compensation for the performance of such duties and responsibilities.

ARTICLE VI

INDEMNIFICATION

Section 1. In General. The Association shall indemnify any Board member or officer of the Association or any former Board member or officer of the Association and/or its or their 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 in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner set

forth that (A) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his duty to the Association; (B) such Board member acted in good faith in what he/she reasonably believed to be in or not opposed to the best interest of the Association; (C) in any criminal action, suit or proceeding, such Board member had no reasonable cause to believe that his/her conduct was unlawful; and (D) in case of settlement, the amount paid in the settlement was reasonable.

The determinations required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth above.

Section 2. Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding, shall be advanced by the Association prior to the final disposition upon receipt of a request to pay such amounts.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article VI shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or Rules of the Association, any agreement, any insurance provided by the Association, Ohio State laws, including the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the Association 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 or officer of the Association.

Section 4. Directors and Officers Liability. The Directors and officers of the Association shall not be personally liable to the Lot Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association's indemnification shall include, but not be limited to, all contractual liability to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Director or officer of the Association shall mean that such Director or officer of the Association is acting only as a representative of the Association and shall have 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 a Lot Owner.

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article VI shall constitute a common expense. The Board shall have the power and the responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article VI; provided, however, that the liability of any Lot Owner arising out of the contract made by the Board, any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability as said Lot Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Lot Owners in the Common Elements.

ARTICLE VII

FISCAL YEAR

The Fiscal Year of the Association shall end 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 VIII

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments As Common Expenses. The Association, for the benefit of all the Lot Owners, shall pay for, out of Association funds as common expenses, the following:

(A) **Utilities and Related Facilities.** The cost of water, waste removal, electricity, gas, telephone, cable television, heat, power or any other necessary utility service, if any, for the Association Property which are not separately metered or otherwise directly charged to individual Lot Owners. In the event any utility service for a Lot is paid by the Association of a kind or nature not furnished to all Lot Owners, the Association shall charge monthly to the Lot 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 Lot Owner shall be responsible for direct payment of his/her share of such expense as shall be determined by the Board. The Board reserves the right to levy additional assessments against any Lot Owner to reimburse it for excessive use of any utility service by such Lot Owner in such amounts as shall be determined by the Board.

(B) Casualty Insurance. Premiums upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

(C) Liability Insurance. Premiums upon a policy or policies insuring the Association, the members of the Board, and the Lot Owners against any liability to the public or to the Lot Owners, their tenants, invitees and licensees, incident to the ownership and/or use of the Common Elements, the limits of which policy or policies shall be reviewed annually.

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

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

(F) Wages and Fees for Services. The fees for services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Association Property, the services of any person or persons required for the maintenance or operation of the Association Property, and legal and/or accounting services necessary or proper in the operation of the Association Property or the enforcement or interpretation of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association.

(G) Reasonable Care of Common Elements. The cost of reasonable landscaping, gardening, snow removal, cleaning, maintenance, decorating, repair and replacements of the Common Elements, and such furnishing and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(H) Certain Maintenance of Lots. The cost of the maintenance and repair of any Lot, if such maintenance or repair is necessary, in the discretion of the Board for public safety, to ensure aesthetics, or to protect the Common Elements, or any other portion of any building, and the Lot Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity is delivered by the Association to such Lot Owner; provided that the Board shall levy a special assessment against such Lot 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 levied against the entire Association Property or any part thereof which may, in the opinion of the Association, constitute a lien against the entire Association Property, rather than solely against the interests of any particular Lot Owner, it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging such lien, and any costs incurred by the Association by reason of such lien shall be specifically assessed against such Lot Owner.

(J) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, "common expenses" or assessments which 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 shall be necessary or proper for the maintenance and operation of the Association Property as a first class Association project or for the enforcement or interpretation of the Declaration, these Bylaws, or the Rules.

Section 2. Capital Additions, Alterations and Improvements. Notwithstanding anything in these Bylaws or in the Declaration which authorizes expenditures, no single expenditure shall be made by the Board for any additions, alterations, or improvements (as distinguished from maintenance, repair or replacement) of the Common Elements exceeding in total cost of Five Thousand Dollars (\$5,000.00), or one percent (1%) of that year's annual budget, whichever is greater, nor shall annual expenditures aggregating in excess of Ten Thousand Dollars (\$10,000.00) or five percent (5%) of that year's annual budget, whichever is greater, be made, in any fiscal year without in each case having the prior approval of the members of the Association entitled to exercise a majority of the voting power of all members of the Association present in person or by proxy at any annual or special

meeting duly held for such purposes. If such approval is obtained, the Board shall proceed with such additions, alterations or improvements and shall assess all Lot Owners for the cost as a common expense. The limitations on expenditures by the Association contained in this Section 2 of Article VIII shall in no event apply to repair of the Common Elements due to casualty loss and/or emergency repairs immediately necessary for the preservation and safety of the Association Property, to maintain compliance with any applicable local, state or federal codes, ordinances, laws, rules or regulations, or to avoid suspension of any necessary services for the safety of persons.

Section 3. Association's Rights to Enter Lots. The Board or its agents may enter any Lot when necessary in connection with any maintenance or construction for which the Association is responsible or for inspection of same. Such entry shall be made with as little inconvenience to the Lot Owners as practicable, any damage caused thereby shall be repaired by the Association, and the cost charged as a common expense. In the event of an emergency originating in or threatening any Lot, the managing agent or representative or any other person designated by the Board may enter the Lot immediately whether the Lot Owner is present or not.

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

Section 5. Miscellaneous Income. The Board may own or enter into agreements for the lease of facilities solely for the convenience of the Lot Owners. In the event such items create a profit, these funds shall be added to the maintenance fund. All monies received for the rental of parking spaces, if any, or for the use of any Common Elements, shall be added to the maintenance fund. The above-enumerated items of income and any other monies received other than through assessments shall be used to defray the items of common expense.

Section 6. Special Services. The Board may arrange for the provision of any special services and facilities for the benefit of such Lot Owners and/or occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of Lots and provision of special recreational or educational facilities. Fees for such special services and facilities shall be determined by the Board and may be charged directly to participating Lot Owners, or paid from the maintenance fund and levied as a special assessment against such participating Lot Owners.

Section 7. Delegation of Duties. Nothing contained in these Bylaws shall be construed so as to preclude the Association, through the Board or officers of the Association, from delegating to persons, firms, or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 8. Acquisition, Lease, Sale or Exchange of Real Property. Whenever the Board of Directors determines to acquire, lease, sell or exchange real property or any interest therein, other than any Lot, the Board shall submit such acquisition, lease or exchange to a vote of the Lot Owners, and, upon the affirmative vote of the Lot Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association present in person or by proxy at an annual meeting or a special meeting duly held for such purpose, the Board may proceed with such acquisition, lease, sale or exchange, in the name of the Association and on behalf of all Lot Owners, and the costs and expenses incident thereto shall constitute part of the common expenses.

Section 9. Applicable Laws.

(A) The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property including, without limitation, Chapter 5312 of the Ohio Revised Code.

(B) The Association shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, Chapter 4112 of the Revised Code. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.

(C) In the event of any conflict or inconsistency between the provisions of the Declaration and these Bylaws, the terms and provisions of the Declaration shall prevail, and the Lot Owners and all persons claiming under them covenant to vote in favor of such amendments to these Bylaws as will remove such conflicts or inconsistencies.



ARTICLE IX

RULES AND REGULATIONS

The Board of Directors, by the vote of a majority of the authorized number of Directors, may adopt and amend Rules and Regulations supplementing the rules and regulations set forth in the Declaration or these Bylaws as it or they may deem advisable for the maintenance, conservation and beautification of the Association Property, and/or for the health, comfort, safety and general welfare of the Lot Owners, and/or to govern the operation and use of the Association Property or any portion thereof. Written notice setting forth any such Rules and Regulations shall be given to all Lot Owners and occupants prior to the effective date of such Rules and Regulations and the Association Property shall at all times be subject thereto. In the event such supplemental Rules and Regulations shall conflict with any provisions of the Declaration and of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

ARTICLE X

ASSESSMENTS

Section 1. Determination of Assessments. The Board shall fix and determine from time to time the sum(s) necessary and adequate for the common expenses of the Association Property. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements, the carrying out of the powers and duties of the Association, the items enumerated in Section 1 of Article VIII above, and any other expenses designated from time to time by the Board as common expenses. The Board is specifically empowered on behalf of the Association to fix the annual operating budgets and collect assessments; and to maintain, repair and replace the Common Elements. Funds for the payment of common expenses shall be assessed against the Lot Owners in the manner and proportions provided in the Declaration and these Bylaws and such assessments shall be payable as provided in the Declaration and Bylaws. Special assessments, if any, should be required by the Board, shall be levied and paid in the manner as directed by the Board.

Section 2. Notice and Payment of Assessments. When the Board has determined the amount of any assessment, the Secretary or Treasurer of the

Association shall mail or present a statement of the assessment to each of the Lot Owners. All assessments shall be payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made. The Association may provide Lot Owners the opportunity for electronic, automatic monthly payments of their Annual Assessment if the Board determines it is in the best interest of the Association. Regular assessments shall be made against Lot Owners as provided in an amount no less than required to provide funds in advance for payment of all the anticipated current common expenses and for all of the unpaid common expenses previously incurred.

Section 3. Obligation to Pay Assessments.

(A) Each Lot Owner shall pay his/her proportionate share of the common expenses as assessed against the Lot Owners, the share of each to be in the same ratio as his/her percentage of Ownership Interest as set forth in the Declaration. Payment of all assessments shall be made in such amounts and at such times as may be determined by the Board.

(B) Regardless of any effort or action of a Lot Owner to the contrary, the Association shall credit any and all payments made by a Lot Owner in the following order of priority:

- (1) To interest owed to the Association;
- (2) To administrative late fees owed to the Association;
- (3) To collection costs, attorneys' fees, and paralegal fees incurred by the Association; and, finally,
- (4) To the oldest principal amounts the Owner owes to the Association for assessments chargeable against the Lot.

(C) The obligation to pay any assessment is a separate and independent covenant on the part of each Lot Owner. No diminution or abatement of assessments or set-off shall 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 Lot Owner 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 for any other reason.

Section 4. Preparation of Budget, Assessments.

(A) The Board shall, on or before the first day of December of each year, prepare a budget which shall be based on its estimate of the total amount ("the estimated cash requirement") that will be required during the ensuing calendar year to pay the common expenses and to provide a reserve for contingencies and replacements. Any budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Lot Owners exercising no less than a majority of the voting power of the Association waive the reserve requirement annually.

(B) On or before December 15th of each year, the Board shall submit such budget in writing to each Lot Owner including the said "estimated cash requirement" together with a reasonable itemization. Promptly after an assessment shall be made by the Board against the Lot Owners in the aggregate amount of the "estimated cash requirement," the assessment against each Lot Owner to be his/her proportionate share in accordance with each Lot Owner's percentage of ownership in the Common Elements as set forth in the Declaration. Such assessment shall be due and payable by each Lot Owner commencing on January 1st and on the first day of each succeeding calendar month of such ensuing year in monthly installments (which may or may not be equal) as stipulated by the Board.

(C) If the amount of such assessment proves to be inadequate for any reason, including non-payment of any Lot Owner's assessment, the deficiency shall be assessed against the respective Lot Owners according to each Lot Owner's percentage of ownership in the Common Elements and in such case the Board shall give written notice of such additional assessment to all Lot Owners indicating the reasons, the amounts payable by each and the adjusted monthly amounts reflecting such additional assessment payable by each Lot Owner.

(D) If, at any time, the Board determines that the Association has collected an amount in excess of the amount required for actual common expenses and reserves in any year, such amount shall, at the Board's sole discretion, either be

credited promptly after the same has been determined according to each Lot Owner's percentage of ownership in the Common Elements to the monthly installments next due from Lot Owners under the current year's assessment until exhausted or applied toward reserves.

Section 5. Reserve for Contingencies and Replacements. The Board shall establish, build up and maintain for the Association a capital reserve fund as provided for in Chapter 5312. Upon the sale of a Lot by any Lot Owner, such Lot Owner shall have no right to any portion of the funds in the reserve account; nor shall such Lot Owner have any claim against the Association with respect thereto. Extraordinary expenditures incurred in any year which were not originally included in the estimated cash requirement for such year may, at the Board's discretion, be charged first against such reserve, unless said reserve has been previously allocated for a specific item.

Section 6. Failure to Prepare Annual Budget or Make Current Assessments. The failure or delay of the Board in the preparation of any budget or in the giving of notice to Lot Owners or any delay in the making of assessments against Lot Owners or any of them shall not constitute a waiver or release in any manner of the obligation imposed upon each Lot Owner to pay his/her proportionate share of the common expenses and reserves, whenever the same shall be determined and assessed. In the absence of any annual estimate of common expenses and required reserves, or of any budget or assessments based thereon, Lot Owners shall continue to pay the monthly assessments at the existing monthly rate established for each Lot Owner then in effect until the first monthly maintenance payment becomes due pursuant to a new assessment covering the current period duly made by the Board in the manner above provided in Section 4 of this Article X.

Section 7. Status of Funds Collected by Association. All funds collected shall be held and expended solely for the purposes designated in the Bylaws, and, except for such special assessments as may be levied against less than all of the Lot Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the use, benefit and account of all of the Lot Owners in proportion to each Lot Owner's percentage of ownership in the Common Elements as provided in the Declaration. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. All assessment payments by a Lot Owner shall be applied as provided in the Declaration and Bylaws.

Section 8. Books and Records of Association.

(A) The Association shall keep full and 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 Lot Owners, minutes of the Association and Board meetings, and records of names and addresses of the Lot 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 Lot Owner or his/her mortgagee, or by any representative of a Lot Owner duly authorized, in writing, 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. Within ten (10) days of a written request to the Board and upon payment of a reasonable fee, any Lot Owner shall be furnished a statement of his/her account setting forth the amount of any unpaid assessments or other charges due and owing from such Lot Owner.

(C) The Association shall 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 Lot Owners; or
- (5) information the disclosure of which is prohibited by state or federal law.

Section 9. Annual Review. The books of the Association shall be reviewed once a year by the Board and such review shall be completed prior to each annual election meeting. If requested by a majority of the Board, such review shall be made by a Certified Public Accountant. In addition, at any time upon the request of Lot Owners holding fifty percent (50%) or more of the voting power of the Association, the Board shall cause a review of the books of the Association to be made by a Certified Public Accountant; any such review shall be at the expense of the Association; finally if seventy-five percent (75%) of the Board or Lot Owners holding seventy-five percent (75%) or more of the voting power of the Association shall request a certified audit, such audit shall be conducted at the expense of the Association.

ARTICLE XI

REMEDIES

Section 1. Cost of Enforcement. The Board may levy reasonable enforcement assessments if any Lot Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Lot) shall violate any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any part of the Association Property for which the Association is responsible to maintain. Said Lot Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, any charges for damage, and all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule and/or repair of damage, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, charges for damage, costs, and expenses shall be charged as a special assessment

against said Lot. The Association has a lien upon the estate or interest in any Lot for the payment of any assessment or charge levied, as well as any related interest, administrative late fees, enforcement assessments, collection costs, attorneys' fees, and paralegal fees, that are chargeable against the Lot and that remain unpaid ten (10) days after any portion has become due and payable as further explained and set forth in the Declaration.

Section 2. Cost of Collection. A delinquent Lot Owner shall also be liable for any and all costs incurred by the Association in connection with the collection of the delinquent account and/or assessment, including reasonable attorneys' fees, recording costs, title reports and/or court costs.

ARTICLE XI

AMENDMENT

These Bylaws may only be amended or supplemented by a vote of those Lot Owners entitled to exercise seventy-five percent (75%) or more of the total voting power of the Lot Owners at a meeting of Lot Owners duly called and held for this purpose, or by an instrument in writing setting forth specifically the items to be amended and/or any new matters to be added, which instrument shall have been duly authorized by not less than seventy-five percent (75%) of the Lot Owners. Nonmaterial errors or omissions in the Bylaws amendment process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1. Copies of Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Lot Ownership shall be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Lot Owner whose Lot is subject to such mortgage or trust deed.

Section 2. Service of Notices on the Board. Notices required to be given to the Board or to the Association may be delivered to the President, Vice President or

Secretary of the Association either personally or by mail, addressed to such Director or officer at his/her Lot.

Section 3. Service of Notices on Devises and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased Lot Owner may be delivered either personally or by mail to such party at his/her address appearing on the records of the Court where the estate of such deceased Lot Owner is being administered.

Section 4. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall 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 5. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these Bylaws shall be deemed to be binding on all Lot Owners, their successors, heirs and assigns.

Section 6. Notices of Mortgages. Any Lot Owner who mortgages his/her Lot shall notify the Association, in such manner as the Association may direct, of the name and address of his/her Mortgagee and shall notify the Association of the full payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Lots."

Section 7. Rights of Mortgagee. 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 Lot Owner with respect to the Lot subject to the lien of its mortgage and such request shall be complied with within twenty (20) days from receipt.

Section 8. Lot Owner's Agreement. Each Lot Owner, for himself/herself, his/her heirs, successors and assigns, agrees to the provisions contained in the Declaration relating to default regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all Lot Owners to give to the Association rights and procedures which will enable it at all times to operate on a business-like basis, to collect those monies due and owing from the Lot Owners, and to preserve each Lot Owner's right to enjoy his/her Lot, free from unreasonable restraint and nuisance.

Section 9. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 10. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these Bylaws shall be unlawful or void for violation of (A) the rule against perpetuities or some analogous statutory provision, (B) the rule restricting restraints on alienation, or (C) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President Barack Obama and/or Vice President Joe Biden.

Section 11. Construction. Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Section 12. Captions. The captions used in these Bylaws are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text.

Section 13. Interpretation. These Bylaws shall be construed according to the fair meaning of the language used and not strictly construed against the Association, the Board or any Lot Owner.

Section 14. Scrivener Errors. Scrivener reserves unto itself the right to make corrections or changes in these Bylaws, or any of the Exhibits attached thereto that arise due to typographical mistakes or scrivener errors. Said changes may be made by Scrivener despite the fact it does not own seventy-five percent (75%) of the interest of the voting power of the Association but shall only be done if said changes do not materially affect the ownership interest of anyone else. Said changes shall otherwise be in accordance with Article XII of these Bylaws.