

Instrument
201100821958 OR Book Page
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201100821958
Filed for Record in
GEAUGA COUNTY OHIO
SHARON C GINGERICH,
03-04-2011 At 11:26 am.
AFDT 160.00
OR Book 1897 Page 3361 - 3376

STATE OF OHIO)
COUNTY OF GEAUGA) ss.:

AFFIDAVIT OF DEED

Now comes **PATTY STEINMEYER**, being first duly sworn according to law,
deposes and states as follows:

- 1) I am the Secretary of the Hawksmoor Association, Inc. Board of Trustees, and as such, I am duly authorized to make this Affidavit. I have personal knowledge of the facts herein.
- 2) The Hawksmoor Association operates pursuant to a Declaration entitled "Amended Declaration of Covenants, Easements and Restrictions for Hawksmoor Subdivision, Phase II, Bainbridge Township, Ohio."
- 3) This Declaration was filed for record with the Geauga County Recorder at Instrument #200300656386.
- 4) The original executed copy of the Bylaws, entitled "Amended Restated Bylaws of The Hawksmoor Association" is unavailable and cannot be produced or recovered in accordance with Ohio Revised Code § 5312.02 for purposes of recordation.
- 5) Since its inception, the Hawksmoor Association operated pursuant to the same Bylaws. A true and accurate copy of the Bylaws is attached hereto as Exhibit A.

Further affiant sayeth naught.

Patty Steinmeyer
PATTY STEINMEYER

SWORN TO AND SUBSCRIBED BEFORE ME, and in my presence on this 18 day of February 2011.

Sharon Calloway
Notary Public



SHARON D. CALLOWAY, NOTARY
STATE OF OHIO
MY COMMISSION EXPIRES: 10/25/15

This Instrument prepared by:
Ott & Associates Co., LPA
55 Public Square, Suite 1400
Cleveland, OH 44113

**AMENDED AND RESTATED BYLAWS
OF
THE HAWKSMOOR ASSOCIATION**



ARTICLE I
NAME, PURPOSE AND DEFINITIONS

The purpose of these Amended and Restated Bylaws ("Bylaws") is to provide for the government of The Hawksmoor Association (the "Association") as described in the Declaration of Covenants, Easements and Restrictions for Hawksmoor Subdivision, Bainbridge Township, Ohio dated September 22, 1993 and filed for record on September 23, 1993 at Volume 954, Page 822 of Geauga County Records, and the Declaration of Covenants, Easements and Restrictions for Hawksmoor Subdivision, Phase II, Bainbridge Township, Ohio dated March 28, 2002 and filed for record on April 5, 2002 at Volume 1469, Page 87, as amended by the Amended Declaration of Covenants, Easements and Restrictions for Hawksmoor Subdivision, Phase II, Bainbridge Township, Ohio dated April 2, 2003 and filed for record on April 4, 2003 at Volume 1602, Page 412 of Geauga County Records (collectively hereinafter referred to as the "Declaration"), subject to the covenants, provisions and/or regulations contained in the Declaration and these Bylaws and any and all restrictions, conditions and/or regulations hereafter adopted by the Board of Trustees of the Association.

The principal office of the Association and the place of meeting of the Owners, hereinafter sometimes called the "Members," and of the Board of Trustees of the Association, hereinafter sometimes called the "Board" or the "Trustees", shall be _____, _____, Ohio _____, or at such place in _____ County, Ohio, as the Board may from time to time designate. For the purpose of these Bylaws, the definition of any and all words, terms and/or phrases which appear or are used in these Bylaws and are defined in the Declaration shall have the same meaning in these Bylaws as set forth in the Declaration.

ARTICLE II
THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be a corporation not for profit and shall be called The Hawksmoor Association, hereinafter sometimes called the "Association."

Section 2. Membership. Membership of the Association shall consist of all the Owners of Sublots in the Subdivision. The Members shall have sole and exclusive right to vote for members of the Board of Trustees. Where the Owner of a Sublot consists of more than one (1) Member, the vote of each such Member shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Members constituting the particular Owner of said Sublot. As used herein, the term "Owners" shall have the same meaning as defined in the Declaration, namely, all of the legal owner(s) of the title to a freehold estate in a Sublot, regardless of whether or not such person(s) or party(ies) are in actual possession thereof.

Section 3. Membership Not Transferrable. Except as provided herein or in the Declaration, membership in the Association shall not be transferable separate and apart from a transfer of the Residence. The membership of each Owner in the Association shall terminate

upon a sale, transfer or other disposition of the Owner's Residence accomplished in accordance with the provisions of the Declaration, and all rights and privileges of a Member in the Association, the Owner's Residence, and the Subdivision shall cease on the termination of such membership, and thereupon the membership of such respective Owner in the Association shall automatically transfer to and vest in the new succeeding owner.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as a proxy need not be a Member of the Association. Designation by a Member of a proxy to vote or act on the Owner's behalf shall be made in writing to the Board of Trustees of the Association and shall be revocable at any time by actual notice to the Board of Trustees by the Member or Members making such designation. Notice to the Board of Trustees in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Voting Power of the Association. Except as may otherwise be provided in the Articles, Bylaws, or Declaration (collectively, the "Documents"), each and every Owner of each and every Sublot shall be entitled to one (1) vote, except where the Owner of a Sublot is the Developer, in which case the Developer shall be entitled to four (4) votes with respect to such Sublot. The voting power of the Association shall be equal to the total number of votes held by the Owners, less the number of votes held by any Owner (including, without limitation, the Developer) whose voting rights have been suspended by the Board of Trustees pursuant to Article III, Section 2(j) below.

Section 6. Quorum. Except as may be otherwise provided by law or in the Documents, at any meeting of the Members of the Association, the Members of the Association entitled to exercise a majority of the voting power of the Association shall constitute a quorum. The percentage of votes present by proxy shall be counted in determining whether a quorum is present. Except as may otherwise be specifically provided by law or the Documents, no action may be authorized or taken at a meeting of the Members unless a quorum is present.

Section 7. Voting. Each and every Owner of each and every Sublot shall be entitled to one (1) vote. Pursuant to Section 2. above, where the Owner of a Sublot consists of more than one (1) Member, the vote of each such Member shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Members constituting the particular Owner of said Sublot. Except as may otherwise be specifically provided by law or in the Documents, all decisions and action concerning the business and affairs of the Association reserved to the Members shall be decided on the basis of the affirmative vote of the Members having a majority of the quorum at a meeting for such purpose. Votes may be cast in person or by proxy.

ARTICLE III BOARD OF TRUSTEES

Section 1. Number and Qualification. The affairs of the Association shall be governed

by the Board of Trustees, which shall be composed of not less than three (3) persons, each of whom shall be an Owner (or partial Owner) of a Residence.

Section 2. Election and Term of Office. Each Trustee shall hold office for a term of three (3) years. Terms shall be staggered so that no more than one (1) seat on the Board of Trustees shall be open for election in any one calendar year (except more than one Trustee may be elected in any calendar year during which any seat becomes vacant before expiration of the three year term for such seat). Any Trustee whose term has expired may be reelected for one or more subsequent terms, including successive terms. Only one (1) occupant of a Residence may serve as a Trustee at any given time (but the foregoing shall not be construed as prohibiting a different occupant of the Residence from being elected after the first occupant no longer holds a seat on the Board).

Section 3. Vacancies. Vacancies in the Board of Trustees caused by any reason other than the removal of a Trustee by a vote of the Association shall be filled by vote of the majority of the remaining Trustees, even though they may constitute less than a quorum; and each person so elected shall be a Trustee until a successor is elected at the next annual meeting of the Association. In the event that a majority of the remaining members of the Board do not agree upon the election of a successor within thirty (30) days of the occurrence of the vacancy, the successor shall be elected by a vote of the Association at a meeting of the Association.

Section 4. Removal of Trustees. At any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, any one or more of the Trustees may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five (75%) of the voting power of the Association, and a successor or successors to such Trustee so removed shall then and there be elected to fill the vacancy or vacancies thus created.

Section 5. Organizational Meeting. Immediately after each annual meeting of Members of the Association, the newly elected Trustees and those Trustees whose terms continue shall hold an organizational meeting for the purposes of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 6. Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and place as shall be determined, from time to time, by a majority of the Trustees, but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each Trustee, personally or by mail, telephone or e-mail, at least three (3) days prior to the day named for such meetings. At such meetings, any and all business within the power of the Board may be transacted. The Board may establish appropriate rules for the order and conduct of their meetings and consideration and transaction of business in accordance with the Declaration and these Bylaws.

Section 7. Special Meetings. Special meetings of the Board of Trustees may be held at any time upon the request of the President or any two Trustees. Notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery or by mail, email, or telephone at least two (2) days before the meeting, which notice need not specify the purposes of

the meeting. Attendance of any Trustee 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 that Trustee of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any organizational, regular or special meeting.

Section 8. Waiver of Notice. Before or at any meeting of the Board, any Trustee may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Board of Trustees Quorum. At all meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of business and the acts of the majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. Action of Trustees Without a Meeting. Any action required to be taken, or an action which may be taken, at a meeting of the Trustees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees entitled to vote with respect to the subject matter thereof.

Section 11. Powers and Duties of the Board of Trustees. The Board of Trustees shall have the powers, authority and duties necessary for the administration of the affairs of the Association and the Subdivision, and shall have all the powers, authorities and duties referred to in the Declaration, these Bylaws, and Chapter 1702 of the Ohio Revised Code, as amended from time to time, and all other laws of the State of Ohio, except such acts or things as are by law, or the Bylaws, or the Declaration, directed to be exercised and done by the Members individually. The Board shall have the right, power and authority to:

- (a) elect the officers of the Association;
- (b) administer the affairs of the Association and the Subdivision;
- (c) take all actions deemed necessary or desirable to comply with all requirements of applicable law and the Documents;
- (d) obtain insurance coverage no less than that required pursuant to the Declaration, together with such additional insurance as they shall deem appropriate;
- (e) enforce the covenants, conditions and restrictions set forth in the Declaration;

- (f) repair, maintain and improve the Common Areas;
- (g) establish, enforce, levy and collect assessments as provided in the Declaration;
- (h) adopt, amend and publish administrative rules and regulations governing the use of the Common Areas and the personal conduct of Owners, occupants, and their guests therein, and establish penalties for the infraction thereof;
- (i) estimate and adopt budgets and provide for the maintenance of books and records of account;
- (j) suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any dues or any assessments (general, special or otherwise) levied by the Association or of any other amounts due and payable by such Owner to the Association, if such default shall not have been cured within thirty (30) days after written notice of default delivered to such Owner.
- (k) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- (l) retain legal counsel at the Board's sole discretion for legal representation in Association matters;
- (m) employ and utilize any and all remedies available to the Board, at law or in equity, for the purpose of enforcing the payment of assessments payable by any Owner, if the same has not been paid within one (1) month after the same is due and payable, including, without limitation, seeking reimbursement for any and all charges, costs, damages, expenses and fees (including legal fees) incurred in attempting to enforce payment of the assessments, pursuant to the powers and authority granted under the Declaration; and
- (n) file a lien against the Sublot of any Owner for failure to pay any assessment within two (2) months after the same is due and payable or for failure to pay any collection costs relating to said delinquency within one (1) month after the same is due and payable, pursuant to the powers and authority granted under the Declaration.

Notwithstanding the foregoing, the Board of Trustees shall not enter into (or cause any officer of the Association to enter into) any binding contract or agreement on behalf of the Association if such contract or agreement is outside the ordinary course of business of the Association, except upon the approval of the Association pursuant to Article II and Article IV of these Bylaws.

Section 12. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of its acts and corporate affairs and to present the statement thereof to the Owners at each annual meeting of Owners, or at any special meeting when such statement is requested in writing by Owners representing one-half (1/2) or more of the voting power of Owners;
- (b) supervise all officers and agents of the Association to the end that the duties delegated to said persons are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (i) fix the amount of assessments against each Residence;
 - (ii) provide written notice of each assessment to every Owner subject thereto within the time limit set forth in the Declaration and according to the method set forth in the Declaration;
 - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Owners personally obligated to pay the same, or both;
- (d) issue, or cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) cause all officers or any other persons who, from time to time, have the possession or responsibility for Association funds to be insured by adequate fidelity bonds, to the extent that the Board in its sole discretion deems such bonds advisable or necessary, and the premiums for such bonds shall be paid by the Association as a common expense;
- (g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (h) cause the restrictions created by the Declaration to be enforced; and
- (i) take all other actions required to comply with all requirements of law and the Subdivision Instruments.

Section 13. Nonliability of the Board of Trustees. The members of the Board of Trustees shall not be liable to the Owners or to the Association or its Members for any mistake of judgment or for any acts or omissions made in good faith as such Trustees. The Owners and the Association and its Members shall indemnify and hold harmless each member of the Board of Trustees against all contractual liability to other persons or entities, arising out of contracts made by the Board of Trustees on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration applicable to the Subdivision or contrary to the Bylaws of this Association. The liability arising out of the aforesaid indemnity shall be allocated equally among each and every Sublot.

ARTICLE IV
ADMINISTRATION OF THE ASSOCIATION

Section 1. Annual Meeting. The annual meeting of the Members of the Association for the election of members of the Board of Trustees, the consideration of reports to be laid before such meeting, and transaction of such other business as may be properly brought before the meeting, shall be held at the principal office of the Subdivision, if any, or such other suitable place, convenient to the Owners, as may be designated by the Board of Trustees and specified in the notice of such meeting. The annual meeting of the Association will be held each year on any day of the week immediately following the week containing Labor Day. The specific day and time shall be determined by the Board at any meeting of the Board. Notwithstanding the foregoing, the Members of the Association retain the right to designate the date and time of each annual meeting of the Association by the affirmative vote of the majority of Members at a meeting at which a quorum is present, after due notice to all Members of the Association.

Section 2. Special Meetings. Special meetings of the Members of the Association may be held on any business day when called by the President of the Association or the Board of Trustees of the Association, or by Members entitled to cast at least thirty-three and one-third percent (33-1/3%) of the voting power of the Association. Upon request in writing delivered either in person or by certified mail or registered mail to the President or Secretary of the Association by any person or persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto written notice by personal delivery or mail, of a meeting to be held on a date not less than seven (7) nor more than thirty (30) days after the receipt of such request, and at a time, as such officer may fix. If such notice is not given within ten (10) days after the delivery or mailing of such request, the Members calling the meeting (or the Board of Trustees, if the Board shall have called such meeting) may fix the time and date of the meeting and give notice thereof. No business, except that business stated in the notice of such special meeting, shall be transacted at said meeting.

Section 3. Notice of Meetings. Not less than seven (7) nor more than thirty (30) days before the date fixed for any meeting of the Members of the Association, written notice stating the time, date, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery, mail or email to each Member of the Association who is an Owner of record as of the day preceding the date on which

the notice is given. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any member, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting, the lack of proper notice, shall be deemed to be a waiver of the Owners of notice of such meeting.

Section 4. Adjournment. The Members entitled to exercise a majority of the votes represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 5. Order of Business. The order of business at all meetings of Members of the Association shall be as follows:

- (a) calling the meeting to order;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading of minutes of preceding meeting;
- (d) reports of officers;
- (e) reports of Committees;
- (f) appointment of inspectors of election by the Chairman of the meeting;
- (g) election of Board of Trustees;
- (h) unfinished and/or old business;
- (i) new business;
- (j) adjournment.

Section 6. Voting at Meetings. Unless a different vote is required by express statutory provisions of the State of Ohio, or by the Documents, each question presented at a meeting of Members shall be determined by a majority of the quorum present at such meeting. With respect to all elections of the Board of Trustees, each Member shall be entitled to cast his vote for each of the offices of Board of Trustees to be elected at such meeting. Except as otherwise prohibited under the Subdivision Act, the Declarant may exercise the voting rights with respect to any Residences title to which is in the name of the Declarant.

Section 7. Vote by Business Entity. The vote of any corporate, limited liability company, partnership or trust Member may be cast on its behalf by any officer, partner, member, manager or trustee of such Member. An individual Member may appoint a proxy. Each proxy must be filed prior to or at the time proxies are called for at a meeting.

ARTICLE V OFFICERS

Section 1. Election and Designation of Officers. The Board of Trustees shall elect a President, a Vice President, a Secretary, and a Treasurer of the Association. The Trustees may appoint such Assistant Treasurers or Assistant Secretaries or such other officers as in their judgment may be advisable. The officers may, but need not, be members of the Board of Trustees or of the Association. The same person may hold more than one office and may also be a member of the Board of Trustees. The Officers shall be elected by the affirmative vote of a majority of the Board of Trustees.

Section 2. Term of Office; Removal; Vacancies. The officers of the Association shall be elected annually by the Board of Trustees at the first meeting of each new Board. Each officer shall hold office during the pleasure of the Board and perform such duties as the Board may prescribe. Upon an affirmative vote of a majority of the members of the Board of Trustees, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board called for such purpose. Any vacancy in any office may be filled by the Board of Trustees by majority vote.

Section 3. President and Vice President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of Members of the Association and shall preside at all meetings of the Board of Trustees. Subject to instructions of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. The President may execute all authorized deeds, contracts 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 of Trustees or otherwise provided for in the Declaration or these Bylaws. The Vice President shall perform 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 of Trustees.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary and such duties as the Board may prescribe. A copy of such minutes shall be posted in a place designated by the Board of Trustees. The Secretary shall maintain records of the names and addresses of the Owners.

Section 5. Treasurer. The Treasurer shall have responsibility, on behalf of the Association, to keep correct and complete books and records of account, specifying the receipts

and expenditures relating to the Commons Areas and Easement Areas and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Owners. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board, and he shall perform such other duties as from time to time may be assigned to him by the Board of Trustees.

Section 6. Duties of Officers May Be Delegated. In the absence of any officer of the Association, or for any other reason the Board may deem sufficient, the Board of Trustees may delegate all or part of the powers or duties of such officer to any member of the Board.

ARTICLE VI MAINTENANCE AND REPAIR

Section 1. Repairs by Board of Trustees. The Board of Trustees, or any agent or officer acting at the direction of the Board, shall have the authority either to contract specifically for the performance of landscaping, snow removal, ordinary repairs and maintenance, or replacement necessary or incidental to the administration of the Common Areas and Easement Areas, and to purchase the tools, implements and materials used in repair, maintenance, replacement, gardening and snow removal.

Section 2. Repairs by Owners. Each Owner shall promptly perform all maintenance and repair work concerning his or her Residence and Sublot that, if omitted, would adversely affect the Subdivision in its entirety or any part thereof belonging to any other Owners, and said Owner shall be expressly responsible for the damages and liabilities resulting from failure to do so.

ARTICLE VII DETERMINATION AND PAYMENT OF COMMON EXPENSES AND ASSESSMENTS; BOOKS

Section 1. Obligation of Owners to Pay Common Expenses and Assessments. It shall be the duty of every Owner to pay the Owner's proportionate share of common expenses and all assessments therefor. Such proportionate share of the common expenses shall be as set forth in the Declaration. Payment therefore shall be in such amounts and at such times as may be determined by the Board of Trustees of the Association, as herein provided. A common expense shall include, without limitation, the cost of maintenance and repair of Common Areas and Easement Areas, landscaping, snow removal, hazard and liability insurance, the cost of tools, materials and equipment, bonding fees, the establishment of reserve funds if deemed necessary, and all other charges by the Board deemed necessary or appropriate to the proper functioning of the Subdivision.

Section 2. Preparation of Estimated Budget. Each year the Board shall estimate the total amount necessary to pay the cost of materials, taxes, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all such services in connection with the Subdivision, together with such reasonable reserves for contingencies and replacements, if any, as the Board of Trustees shall deem necessary. If the estimated amount exceeds the previous year's estimate by more than ten percent (10%), such increase shall be subject to the prior approval of Members at any meeting of the Members on the basis of an affirmative vote by a majority of the quorum present at such meeting. On or before the date of the annual meeting, in each calendar year, the Board shall supply to all Owners an itemized accounting of the expenses actually incurred in the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

Section 3. Reserve for Contingencies and Replacements. The Association shall accumulate and maintain a reasonable reserve for contingencies and replacements. If the estimated budget proves inaccurate for any reason, including nonpayment of any Owner's assessment, the amount or amounts necessary to make it adequate shall be assessed equally among each and every Sublot. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such assessments shall become effective immediately.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Association or Board to prepare or serve the annual or adjusted budget shall not constitute a waiver or release in any manner of any Owner's obligation to pay the common expenses for maintenance costs and necessary reserves or any other charges herein provided, whenever the same shall be determined.

Section 5. Books and Records for the Association. The Association shall keep full and correct books, and the same shall be open for inspection by any Owner or by any representative of an Owner duly authorized in writing, at reasonable times and upon request of the Owner. Upon ten (10) days' notice to the Board and upon payment of a reasonable fee, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 6. Remedies for Failure to Pay Assessments. If an Owner is in default in the monthly payment of any of the aforesaid charges or assessments for common expenses for thirty (30) days, or for any other amount due and payable by the Owner to the Association, the members of the Board may impose against the Owner a late fee not in excess of ten percent (10%) of the delinquent amount, and the members of the Board may bring suit for and on behalf of themselves and/or as representatives of all Owners and/or on behalf of the Association, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration. There shall be added to the amount due the cost of said suit, together with interest at the highest rate permitted by law and reasonable attorneys' fees to be fixed by the court. To the extent permitted by the Declaration, any decision of the court or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges, common expenses, and/or assessments, interest, costs, fees and other amounts as herein provided, shall be a lien and/or charge against the Sublot

and Residence involved when payable, and may be foreclosed by an action brought in the name of the Association and/or its Board of Trustees as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Trustees and their successors in office, acting on behalf of the Association and/or other Owners, shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any holder of an encumbrance on a Sublot and Residence may from time to time request in writing a written statement from the Board of Trustees setting forth the unpaid common expenses and/or assessments with respect to the Sublot and Residence covered by the Owner's encumbrance, and said request shall be complied with promptly. Any holder of an encumbrance holding a lien on a Sublot and Residence may pay any unpaid common expenses and/or assessments payable with respect to such Sublot and Residence, and upon such payment such holder of said encumbrance shall have a lien on such Sublot and Residence for the amounts paid at the same amount and with the same priority as the amount so paid.

Section 7. Additions, Alterations or Improvements by the Board. Whenever, in the judgment of the Board, the Common Areas and Easement Areas shall require additions, alterations, improvements (as opposed to maintenance, repair and replacement), the cost of which exceeds Five Thousand Dollars (\$5,000), the making of such additions, alterations or improvements shall be subject to the prior approval of Owners entitled to exercise not less than a majority of the voting power prior to the Board proceeding with such additions, alterations or improvements and prior to the Board entering into any binding contracts for the same. If approved, the cost shall be assessed to all Owners as a common expense. Any additions, alterations or improvements costing Five Thousand Dollars (\$5,000) or less may be made by the Board without approval of the Owners, and the cost thereof shall constitute part of the common expenses.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Books and Records. The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and Easement Areas and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Owners, minutes of the proceedings of the Owners and the Board of Trustees, and records of the names and addresses of the Owners.

Section 2. Ratification. All present or future Owners or tenants or their employees shall be subject to the terms of the Declaration, the Bylaws, and such rules and regulations as the Board may reasonably adopt for the use of the Common Areas and Easement Areas. The mere acquisition or rental of any of the Residences located within the Subdivision described in the Declaration, or the mere act of occupancy of any of said Residences, will constitute acceptance and ratification of the Declaration, these Bylaws, and said rules and regulations.

Section 3. Notices. Upon written request of the Board of Trustees, the holder of any duly recorded mortgage or trust deed against any Residence shall be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to an Owner.

Section 4. Service of Notices on Devisees, Heirs at Law and Personal Representatives. Notices required to be given to any devisees, heirs at law or personal representatives of a deceased or incompetent Owner may be delivered either personally, by mail, or by email to such person at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered, or to the last address which has been provided to the Association by said devisees, heirs at law or personal representatives.

Section 5. Enforceability of Covenants. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or any part of the same, shall not impair or affect in any manner the validity or enforceability of the rest of these Bylaws.

Section 6. Conflict Between Declaration and Bylaws. In the event of a conflict between any provision of the Declaration and a provision of these Bylaws, it is hereby agreed that the provisions of the Declaration shall prevail and apply.

Section 7. Construction of Provisions. The provisions of these Bylaws shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Subdivision.

Section 8. Amendment of Bylaws. These Bylaws may be amended or modified at any time, by action or approval of the Owners to which appertain seventy-five percent (75%) or more of the voting power. Any amendments to these Bylaws shall be in writing.