AMENDED
ARTICLES OF INCORPORATION
AND
AMENDED AND RESTATED
BYLAWS
OF
THE VILLAGE COMMUNITY ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE AMENDED AND
RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF THE VILLAGE RECORDED AT
VOLUME 93-01693, PAGE 32 ET SEQ. OF THE CUYAHOGA COUNTY
RECORDS.
AMENDED ARTICLES OF INCORPORATION
AND
AMENDED AND RESTATED
BYLAWS
OF
THE VILLAGE COMMUNITY ASSOCIATION

RECITALS

A. On or about February 26, 1993, James A. Ratner, Trustee ("Declarant"), filed the Amended and Restated Master Declaration of Covenants, Conditions, Easements and Restrictions of The Village, a Planned Residential Community ("Declaration"), which included the Articles of Incorporation of The Village Community Association ("Articles"), Exhibit C of the Declaration, and the Amended Bylaws of The Village Community Association ("Bylaws"), Exhibit D of the Declaration, at Cuyahoga County Records, Volume 93-01693, Page 32 et seq.

B. The Declaration subjected the real estate described in Exhibit B of the Declaration ("Property") to the easements, covenants, and restrictions contained in the Declaration.

C. The Village Community Association ("Association") is a corporation consisting of all Owners in The Village and as such is the representative of all Owners.

D. Articles Article XII and Bylaws Article X authorize amendments to the Articles and Bylaws.

E. A meeting, including any change, adjournment, or continuation of such meeting, of the Association's Board Members was held on or about June 20, 2018, and, at such meeting and any adjournment, Board Members representing at least 2/3rds of the voting power of the Board executed, in person or by proxy, a Resolution setting forth specifically the matters to be modified (the "Amendment").

F. Board Members representing 100% of the Board's voting power affirmatively consented to or voted in favor of the Amendment as documented in the Association's records.
G. The proceedings necessary to amend the Articles and Bylaws as required by the Articles and Bylaws have in all respects been complied with.

AMENDMENT

The Articles of Incorporation of The Village Community Association and Amended Bylaws of The Village Community Association are amended by the following:

1. The Articles of Incorporation of The Village Community Association, attached as Exhibit C to the Declaration, are hereby replaced in their entirety with the Amended Articles of Incorporation, which are attached to and made a part of this Amendment.

2. The Amended Bylaws of The Village Community Association, attached as Exhibit D to the Declaration, are hereby replaced in their entirety with the Amended and Restated Bylaws of The Village Community Association, which are attached to and made part of this Amendment.

The Village Community Association has caused the execution of this instrument this 17th day of August, 2018.

THE VILLAGE COMMUNITY ASSOCIATION

By: [Signature]

Steven Bossin, President

By: [Signature]

Donna Snodgrass, Secretary
STATE OF OHIO

COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Village Community Association, by Steven Bossin, its President, and Donna Snodgrass, its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 4, 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 BEACHWOOD, Ohio, this 17th day of AUGUST, 2018.

[Signature]
NOTARY PUBLIC

Place notary stamp/seal here:

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650
AMENDED
ARTICLES OF INCORPORATION OF
THE VILLAGE COMMUNITY ASSOCIATION

Article I
Name

The name of the corporation is THE VILLAGE COMMUNITY
ASSOCIATION.

Article II
Location of Principal Office

The place in Ohio where the principal office of the corporation is located is
the City of Beachwood, County of Cuyahoga.

Article III
Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the
Association’s members (“Members”). The specific purposes for which the Association
is formed are to provide for governance, operation, maintenance, preservation, and
architectural compatibility of The Village Community, a planned residential
community, within that entire tract of land located in the City of Beachwood, Ohio
(the “Property”), described in Exhibit A of the Declaration of Covenants, Conditions,
Easements and Restrictions of The Village (the “Declaration”) made by James A.
Ratner, Trustee (the “Declarant”) as amended from time to time, and recorded in
the Cuyahoga County, Ohio public records, to promote the health, safety, and
welfare of the residents within the Property and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of
the duties and obligations of the Association as set forth in the Declaration,
as the same may be amended from time to time; said Declaration being
incorporated herein as if set forth at length with all definitions of terms set
forth therein being applicable to such terms in these Articles;

(b) Fix, levy, collect, and enforce payment of by any lawful means
all charges and Assessments in accordance with the terms of the Declaration,
to pay all expenses in connection therewith and all office and other expenses
incident to the conduct of the business of the Association, including all
licenses, taxes, or governmental charges levied or imposed against the
property of the Association;
(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the Association’s affairs;

(d) Dedicate, sell, or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes;

(e) Have and exercise any and all powers, rights and privileges that a corporation organized under the Corporations Not For Profit Law of the State of Ohio by law may now or hereafter have or exercise and not in conflict with these Articles;

(f) Maintain, repair, replace, and operate the Common Elements, the Central Facilities, and the personal property owned by the Association;

(g) Perform such functions and services to the exterior of Units as required or permitted by the Declaration;

(h) Purchase insurance upon the Common Elements and the Central Facilities and insurance for the protection of the Association and its Members;

(i) Reconstruct improvements to the Common Elements and the Central Facilities after casualty and further improve the Common Elements and the Central Facilities;

(j) Make and amend reasonable rules and regulations respecting the maintenance, upkeep, and use of the Common Elements and the Central Facilities;

(k) Employ personnel to perform the services required for the proper operation, maintenance, and upkeep of the Common Elements and the Central Facilities, and the operation of the Association;

(l) Contract for the management of the Association and the performance or its duties with a third party, and delegate to the third party all of the powers and duties of the Association, except those required by these Articles of Incorporation to have the approval of the Board or the Members;

(m) Borrow money and to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for money borrowed or in payment for property acquired or for any of the other purposes of the Association, and to secure the payments for such obligations
by mortgages, pledges, or other instruments of trust by liens upon or assignment of or agreement in regard to all or any part of the property rights or privileges of the Association, including existing and future Assessments and rights to the income from the Assessments; and

(n) Do any and all other things and exercise any and all other powers that may lawfully be done or exercised by a corporation not for profit.

Article IV
Membership

The Association membership and classes of members are as defined in the Declaration and Bylaws (as defined in Article VIII below).

Article V
Voting Rights

All policy decisions of the Association are to be made by the Association's Board of Directors (the "Board"). Each Director has one vote subject to the Bylaws.

Article VI
Board of Directors

The Board, which consists of ten members as provided for in the Bylaws, manages the Association's affairs.

Article VII
Officers

The Association will be administered by the Officers designated and selected or elected as provided in the Bylaws.

Article VIII
Bylaws

The Bylaws of the Association were adopted by the Declarant and have been and may be further altered, amended, or rescinded by the Board in the manner provided by the Bylaws.

Article IX
Indemnification

Every Director and Officer of the Association is indemnified by the Association as provided for in the Bylaws.
Article X
Dissolution

The Association may be dissolved in the manner provided by the laws of Ohio.

Article XI
Term

The term of this Association is perpetual.

Article XII
Amendments

Amendments to these Articles will be proposed and adopted in the following manner:

(a) A notice of the subject matter of a proposed amendment will be included in the notice of any meeting of the Board at which the proposed amendment is to be considered.

(b) A resolution for the adoption of the proposed amendment may be proposed only by the Board. Directors not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the secretary of the Association at or prior to the meeting. Except as elsewhere provided, amendments to these Articles require the assent of two-thirds of the members of the Board.

(c) A copy of each amendment will be filed with the Secretary of State and recorded among the Public Records of Cuyahoga County, Ohio.

Article XIII
Transactions in which Officers or Directors are Interested

No contract or transaction the Association and one or more of its Officers or Directors or between the Association and any other legal entity in which one or more of the Officers or Trustees of the Association are interested in any manner, is invalid, void, or voidable solely for that reason, or solely because an Officer or Director of the Association is present at or participates in the meeting of the Board or any committee thereof that authorizes such a contract or transaction, or solely because of the vote of such Officer or in connection therewith. No Officer or Directors of the Association incurs liability by reason of the fact that such Officer or Director is or may be interested in any such contracts or transactions. Interested Directors may be counted in determining presence of a quorum at the meeting of the Board or of any committee thereof, which authorized contracts or transactions.
Article XIV
Paramount Provisions

In the event of any irreconcilable conflict between the provisions of these Articles and the provisions of the Declaration, including the Bylaws, the provisions of the Declaration will govern and control first and then the provisions of these Articles. However, the Declaration and these Articles will, to the extent possible, be read, construed, and interpreted so that they are consistent and so that all provisions of each instrument are given effect. Defined terms and words in the Declaration have the same meaning when used in these Articles.
EXHIBIT A

AMENDED AND RESTATED

BYLAWS

OF

THE VILLAGE COMMUNITY ASSOCIATION
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EXHIBIT “A”

AMENDED AND RESTATED BYLAWS
OF
THE VILLAGE COMMUNITY ASSOCIATION

ARTICLE I

GENERAL

Section 1. Preliminary Statement of Scope and Effect. These Amended and Restated Bylaws of The Village Community Association (“Bylaws”) are attached and made part of the Amended and Restated Master Declaration of Covenants, Conditions, Easements, and Restrictions of The Village, a Planned Residential Community (“Declaration”). Certain capitalized terms have been defined in the Declaration and, when used in these Bylaws, have the same meaning as set forth in the Declaration. The purpose of these Bylaws is to provide for the establishment of a community association to govern, manage, and operate the Common Elements for the benefit, use, and enjoyment of the Owners of property and residents living within The Village in keeping with the terms, provisions and conditions set forth in the Declaration and by these Bylaws. All present or future Owners, Occupants, guests, or tenants, any of their employees, or any other person who might use the facilities of the Property in any manner, are subject to the covenants, provisions, and regulations contained in these Bylaws, and are also subject to any restriction, condition, or regulation adopted by the Association’s Board of Directors. The mere acquisition or rental of any of the Units located within the Property described in the Declaration, or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Declaration and of these Bylaws.

Section 2. Name of the Association. The Association's name is “The Village Community Association” an Ohio nonprofit corporation, created in accordance with the provisions of Chapter 1702 of the Ohio Revised Code (the “Association”).

Section 3. Principal Office. The Board will designate the place or location of the Association’s principal office, which will be on the Property, at 26000 Village Place, Beachwood, Ohio 44122, or at the management company’s, if any, location. All books and records of the Association must be kept at the principal office. If the principal office is, or any official Association books or records are kept in, a Board member’s
Unit, upon the expiration of the Board member's term, whether by resignation, removal, or otherwise, such Board member has an affirmative duty and responsibility to contact the succeeding Board member or property manager to arrange for the delivery of all Association books and records from the outgoing Board member's Unit to the respective incoming or succeeding Board member or property manager within ten business days of such change of Board position.

ARTICLE II

THE ASSOCIATION

Section 1. Membership. The Association has six classes of Membership: Class A, Class B, Class C, Class D, Class E, and Class F. Each Class Member is described as follows:

(A) **Class A.** Class A Members are the Owners of detached and attached single-family Units.

(B) **Class B.** Class B Member is the Verandas at the Village Condominium Owners Association.

(C) **Class C.** Class C Members are the individual Owners of Verandas at the Village Condominium Units.

(D) **Class D.** Class D Member is the Owner of the Atrium I Apartments.

(E) **Class E.** Class E Member is the Owner of the Atrium II Apartments.

(F) **Class F.** Class F Member is the Owner of the Easthaven at the Village Apartments.

When a Person acquires title to a Unit or, in the case of the Apartment Units, title to an Apartment Building, the Person becomes an Owner and automatically becomes an Association Member in one of the Class of Memberships as described above. Such membership terminates upon the sale or other disposition by such Owner of their
Unit or Apartment Building, at which time the new Owner of such Unit or Apartment Building automatically becomes an Association Member.

Section 2. Voting Rights of Members.

(A) **Class A Members.** There are 298 Class A Members, consisting of 50 detached single-family Units and 248 attached single-family Units. Class A Members may only vote on those matters expressly provided for in the Declaration or these Bylaws. In matters that Class A Members vote on, each Class A Member has one vote for each single-family Unit owned.

(B) **Class B Members.** There is one Class B Member. The Class B Member has no voting power in the Association for the election of Association Board members; however, the Class B Member has the right to appoint one Class C Member to the Board. The Class B Member may vote only on such other matters, if any, as expressly provided for in the Declaration or these Bylaws.

(C) **Class C Members.** There are 33 Class C Members. Class C Members have no voting power in the Association for the election of Association Board members (Class C Members vote for the election of their condominium association board of directors, with the condominium board designating the Class B Board member for the Association) and may vote only on such other matters, if any, as expressly provided for in the Declaration or these Bylaws.

(D) **Class D Members.** There is one Class D Member. The Class D Member has no voting power in the Association for the election of Association Board members; however, the Class D Member has the right to appoint one person to the Board. The Class D Member may vote only on such other matters, if any, as expressly provided for in the Declaration or these Bylaws.

(E) **Class E Members.** There is one Class E Member. The Class E Member has no voting power in the Association for the election of Association Board members; however, the Class E Member has the right to appoint one person to the Board. The Class E Member may vote only on such other matters, if any, as expressly provided for in the Declaration or these Bylaws.

(F) **Class F Members.** There is one Class F Member. The Class F Member has no voting power in the Association for the election of Association
Board members; however, the Class F Member has the right to appoint two persons to the Board. The Class F Member may vote only on such other matters, if any, as expressly provided for in the Declaration or these Bylaws.

(G) **Suspension of Voting Rights for Class A Members.** Class A Members must be in “good standing” for voting on any Association issue or matter. “Good standing” means not in litigation against the Association, including the Board members, or being not more than 60 days past due in the payment to the Association of any Assessment as of the date of the meeting at which a vote is taken or, if not taken at a meeting, the date a vote is tabulated. Any provision in the Declaration or these Bylaws requiring the vote and approval of the Class A Members means and refers to the Class A Member who is in “good standing.”

(H) **Voting Rights of Multiple Owners of Home Units.** If more than one person owns a Home Unit, they are entitled collectively to cast only one vote exercising the voting power of that Home Unit as the voting power may not be divided among plural owners. In the case of plural ownership of a Home Unit, or in the case of the Home Unit owned or held in the name of a corporation, partnership, fiduciary, trust, or nominee, a Certificate signed by the Owners must be filed with the Association naming the person authorized to cast votes for the Home Unit, which Certificate is conclusive until a subsequent substitute Certificate is filed with the Association. If such Certificate is not on file, the vote of such corporation, partnership, fiduciary, trust, or nominee will not be considered, nor will the presence of that Owner at a meeting be considered in determining whether the quorum requirements for such meeting have been met. If a Home Unit is owned as tenants in common, joint tenants, or tenants by the entireties, no Certificate need be filed with the Secretary naming the person authorized to cast votes for the Home Unit, and either person, but not both, may vote in person or by proxy and be considered in determining if the quorum requirement has been met at any Association meeting, unless prior to such meeting either person has notified the Association in writing that there is a disagreement as to who will represent their Home Unit at the meeting, in which case the Certificate requirement set forth above will apply and, if no Certificate is filed with respect to the Home Unit and they are unable to agree upon their ballot on any subject at any meeting, they lose their right to vote on such subject.
Section 3. **Meetings of the Association.**

(A) **Annual Meeting of Association Members.** The Association’s Annual Meeting for the announcement of the election and appointment of Directors, the consideration of reports to be laid before the Meeting, and the transaction of such other business as is set forth in the Meeting notice, will be held at such time and place within the month of September as the Board so determines and is stated in the Meeting notice.

(B) **Special Meetings of Association Members.** Special Association meetings may be held on any business day when called by the President or by a majority of the Board acting with or without a meeting. Notice of the date, time, and place for, as well as the purpose of, the special meeting must be given to all Members in accordance with Bylaws Article II, Section 3(C). No business other than that specified in the call and set forth in the notice will be considered at any special meeting. The order of business at each special meeting will be as specified in the notice or agenda for the special meeting.

(C) **Notice of Meetings of Association Members.** Not less than 10 nor more than 120 days before the day fixed for an Association meeting, notice stating the time, place, and purpose of such meeting will be given to all Members by or at the direction of the Secretary or any other Person(s) required or permitted by these Bylaws to give such notice. The notice will be given to each Member of record as of the day next preceding the day on which notice is given, in any manner or method as permitted by Ohio law and the Declaration. If mailed, the notice will be addressed to the Members at their respective last known address(es) as they appear on the Association records. Notice of the time, place, and purpose(s) of any Association meeting may be waived in writing, either before or after the holding of such meeting, by any Member, which writing will be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice is a waiver by such Member of notice of such meeting.

(D) **Quorum and Adjournment.** The Members present in person constitute a quorum for any Association meeting. Under no circumstance, however, can any action required by the Declaration or Bylaws, or by law, to
be authorized or taken by a specific number or percentage of Members be authorized or taken by a lesser proportion of Members.

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

1. Calling of meeting to order;
2. Proof of notice of meeting or waiver of notice;
3. Consideration of minutes of preceding Association meeting, in accordance with Bylaws Article II, Section 3(F) below;
4. Reports of Officers;
5. Reports of Board Committees;
6. Announcement of Elected and Appointed Board members;
7. Unfinished and old business;
8. New business; and,

(F) **Minutes of Association Meetings.** Minutes will be taken at all Association meetings. At the first regular Board meeting after an Association annual or special meeting, the Board will review and approve the minutes for such Association meeting. Copies of the approved minutes will be available for inspection by Members upon reasonable request at the Association's office, or as kept by the Secretary. Association minutes approved by the Board may be amended or modified with the approval of a majority of the Members in attendance at the next Association meeting at which a quorum is established.

**ARTICLE III**

**BOARD OF DIRECTORS**

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

Section 2. **Number.** The Board will consist of ten persons. Each Board member must be a Member or the duly authorized agent of a Member as follows:

(A) Five Board members will be Class A Members.
(B) One Board member will be appointed by the Class B Member.

(C) One Board member will be appointed by the Class D Member.

(D) One Board member will be appointed by the Class E Member.

(E) Two Board members will be appointed by the Class F Member.

Section 3. Qualifications.

(A) **Class A Board Representatives.** Each Class A Board representative must be the Owner, or spouse of an Owner, of a Home Unit and a member in good standing (as defined in Bylaws Article II, Section 2(H)). If the Owner of a Home Unit is not a natural person, the Owner of the Home Unit may nominate for the Board any principal, member of a limited liability company, partner, trustee, officer, or current employee of that Owner who occupies the Unit. No more than one Owner, spouse of such Owner, or representative of such Owner, of the same Home Unit may be a Board member at the same time.

(B) **Class B Board Representative.** The Class B Board representative must be a Class C Member, or the spouse of a Class C Member, and a member in good standing. If the Owner of a condominium Unit is not a natural person, the Class B Board representative may be the principal, member of a limited liability company, partner, trustee, officer, or current employee of the Owner of a condominium Unit as long as such representative occupies the condominium Unit and the Owner of the condominium Unit is a member in good standing.

(C) **Class D, Class E, and Class F Board Representatives.** The Board representatives for the Class D, Class E, and Class F Members may be any natural person of the respective Class D, Class E, and Class F Members designated as the Class Members' respective Board representative.

(D) **Code of Ethics.** Every Board member, for as long as they remain a Board member, must agree to, sign, and abide by any code of conduct or code of ethics (or both) that the Board may adopt from time to time. All Board members are at all times bound by the code of ethics, even if not signed by a
given Board member. The Code of Ethics adopted and in effect as of the date of the adoption of these Bylaws is attached to these Bylaws as Exhibit “1.”

Section 4. Election or Appointment of Directors. Board members will be appointed or elected as follows:

(A) Class A Board Representatives. Except Class A Board representatives appointed to fill a Board vacancy (as further addressed in Bylaws Article III, Section 7 below), each Class A Board representative will be elected by ballot and conducted in the manner set forth in these Bylaws. Each Class A Member may vote for as many candidates as there are Class A Board positions available. Candidates receiving the votes of Members entitled to exercise the greatest number of votes will be elected to the Board. Cumulative voting is not permitted. The election of Class A Members will be conducted in accordance with the following procedure:

(i) A notice will be sent out at least 45 days prior to the date of the Association meeting scheduled for the announcement of the results of the Board election. The notice will state the date, time, and place of the Association meeting, and explain the qualifications for serving on the Board as a Class A representative, the number of positions open for election, and their respective terms.

(ii) Not less than 30 days before the scheduled Association meeting, any Class A Member, including any current Board member whose term is to expire as of the date of the Association meeting, who desires to be a candidate for the Board must submit a written nomination, signed by the Class A Member and at least seven other Class A Members who represent at least seven Home Units. The Class A Member may also include an informational summary of no more than 500 words regarding their biographical information and candidacy.

(iii) If the number of candidates is equal to or less than the number of Class A positions open for election, ballots for the election of Board members for the respective Class A position(s) will not be distributed to the Owners prior to the Association Meeting. Instead, a motion to approve the candidate(s) for election to the Board by acclamation will be made and approved at the Association Annual Meeting.
(iv) If the number of candidates is more than the number of Class A positions open for election, the following additional steps will be taken:

a. Ballots, with information summaries submitted by the candidates, if any, will then be sent to the respective Class A Members at least 15 days before the date of the scheduled Association meeting. For clarification, Class A Members will only receive a ballot if there are more Class A Members properly nominated for the number of Class A Board positions to be elected. If the ballots are not sent 15 days or more before the date of the scheduled Association meeting, the Board must then reschedule the date of the election meeting to a new date that is at least 15 days from the date the ballots are sent to the Class A Members.

b. The ballots will list the number of Director positions up for election and list the names of all of the nominated candidates. The ballot must be signed by the Member and used as a record of receipt of the Member's ballot, as well as to determine quorum. If the ballot is not signed, the ballot will not be counted.

c. Ballots must be returned in sealed envelopes to the Secretary, or the Secretary's designee, no later than 72 hours prior to the scheduled time for the commencement of the Association meeting, which constitutes the closing of the election period. Ballots received subsequent to the closing of the election period will be held invalid.

d. The Board will appoint an Election Committee consisting of at least three people at least 15 days before the Annual Meeting. None of the Election Committee members can be a nominated candidate for election to the Board or the spouse of a candidate. The Election Committee members may be Class A Members in good standing, a Class B, Class D, Class E, or Class F Board representative, or the Association's manager. The Election Committee is responsible for verifying the envelopes are sealed and the ballots are signed,
verifying that no more than one vote per Class A Member has been cast, counting of all ballots, verifying the results of the election, and providing such results to the Chair of the Association meeting to announce prior to the end of the Association meeting. The Election Committee may commence the opening of envelopes and counting of votes anytime following the close of the election period.

e. Notwithstanding anything to the contrary above, in accordance with the Declaration the Association may provide for the election of Board members through electronic means, provided the time frames set forth above are followed and the votes of individual Members are kept confidential.

(B) Class B Board Representative. The Class B Member's Board of Directors will designate a qualified Class C Member to serve as the Class B Board representative, which designation must be submitted in writing that is signed by the Class B Member's President or Secretary to the Association's Board President or Secretary within 30 days of, or at, the Association's Annual Meeting.

(C) Class D, Class E, and Class F Board Representatives. The respective Class D, Class E, and Class F Owners will designate their respective Board representatives, which designation must be submitted in writing that is signed by a duly authorized representative of such Class D, Class E, or Class F Member to the Association's Board President or Secretary within 30 days of, or at, the Association's Annual Meeting, so that the names of the respective Board representatives can be announced prior to the end of the Annual Meeting.

Section 5. Term of Office.

(A) Class A Board Representatives. Except when appointed or elected to complete a vacant term, the Class A Board representatives will be elected for two year terms each, with two Class A Board representatives being elected in even numbered years, and three Class A Board representatives being elected in odd number years.
(B) Class B, Class D, Class E, and Class F Board Representatives. Except when appointed to fill a vacant term, each Class B, Class D, Class E, and Class F Board representative will be appointed for a one-year term.

Section 6. Resignations. Each Board member holds office until the expiration of their designated term and until their successor is elected, or until their earlier resignation, death, or removal from the Board (in accordance with Bylaws Article III, Section 9). Any Board member 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 will take effect immediately or at such other time as the resigning Board member may specify. The position of a Board member who ceases to be qualified to serve as such in accordance with these Bylaws, automatically and immediately becomes vacant.

Section 7. Vacancies.

(A) Class A Board Representatives. Within 45 days of the resignation, death, or removal of a Class A Board representative in accordance with these Bylaws, the remaining Class A Board members will appoint a Class A Member to fill the vacancy for the remainder of the unexpired term.

(B) Class B, Class D, Class E, and Class F Board Representatives. Any vacancy in a Class B, Class D, Class E, or Class F Board position will be filled by appointment of the respective Class B, Class D, Class E, or Class F Member, which appointment must be submitted in writing that is signed by a duly authorized representative of such Class B, Class D, Class E, or Class F Member to the Association’s Board President or Secretary, and is effective upon the President’s or Secretary’s receipt of the signed writing.

Section 8. Board Meetings.

(A) Organizational Meetings. Within 10 days after the Annual Meeting, the newly elected Board members and those Board members whose terms hold over must hold an organizational meeting in executive session at which the first order of business is the election of officers. At the organizational meeting, the Board will also endeavor to set the dates and times for regular Board meetings to be held for the year until the next Annual
Meeting. Any other business properly brought before the Board may also be transacted at the organizational meeting.

(B) **Regular Meetings.** Regular monthly meetings of the Board may be held at such times and places as determined, from time to time, by a majority of the Board. Regular meetings will be held at least 10 times during each calendar year. Notice of each meeting will be given in accordance with Bylaws Article III, Section 8(D) below.

(C) **Special Meetings.** Special meetings of the Board may be held at any time, after notice in accordance with Bylaws Article III, Section 8(D) below, upon call by the President or by written request from one-third of the Board members delivered to the Secretary.

(D) **Notice of Meetings.** Notice of the date, time, place, and purpose(s) of each Board meeting will be given to each Board member by or at the direction of the Secretary or, if called by the President, by or at the direction of the President. The notice may be given in any manner or method as permitted by Ohio law and the Declaration, and at such time so that the Board member receiving it may have a reasonable opportunity to attend the meeting. Notice, in all events, is deemed to have been proper if given to each Board member at least 48 hours prior to the meeting. The giving of notice is deemed to be waived by any Board member who attends and participates in such meeting and may also be waived in writing, by telegram (facsimile), or by electronic mail by any Board member either before or after such meeting. Unless otherwise indicated in the notice for the meeting, any business may be transacted at any organizational, regular, or special Board meeting.

(E) **Meeting Agenda.**

(i) The President, or the President’s designee, which may be the manager, will establish the agenda for each Board meeting. The agenda for any regular Board meeting will be distributed to the Board members at least five business days prior to the regular Board meeting. The agenda should specify whether any agenda item is to be voted on by less than all the Board members in accordance the Declaration or these Bylaws.
(ii) The agenda may be modified, in whole or in part, by a majority vote of the Board members present at the Board meeting. However, except in the case of an emergency immediately necessary for the preservation and safety of any property or person, the Board may not add any proposed: (a) Expenditure (as defined in Bylaws Article VII, Section 2) costing more than one percent of the Annual Budget or (b) change in Association management or management personnel, to the agenda without the unanimous approval of all Board members eligible to vote on the proposed Expenditure or management issue. For clarification, if a Board member who is eligible to vote on a new proposed Expenditure or management issue to be added to the agenda during the meeting, is not present at the Board meeting, the issue may not be voted on at that Board meeting.

(F) **Conduct of Board Meetings.** Board meetings are open to all Members to attend, subject to the following conditions and exceptions:

(i) Members do not have a right to participate in any Board meeting unless recognized by the chair of the meeting; however, if a Member submits a written request to the Board at least five business days before the date of the next Board meeting, the Member may be granted a reasonable amount of time, as set by the Board, to make a statement to the Board. In addition, the Board can permit comments from the floor after the adjournment or other conclusion of the Board meeting.

(ii) The Board is not required to hold Board meetings in a place large enough to accommodate all Members.

(iii) Attendance at Board meetings is subject to such Regulations as the Board may adopt, which may include the right to suspend a Member’s right to attend a Board meeting if the Member is not in good standing or fails to comply with the Regulations for attendance and participation at a Board meeting.

(iv) The Board may meet in a closed executive session to consider actions involving: (a) Association personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) matters involving the invasion of privacy of individual Members; or,
(f) matters that are to remain confidential by request of the affected parties and agreement of the Board.

(v) Conference or working sessions of the Board at which no binding decisions are made or reached are not "meetings" subject to the above requirements. Minutes of conference or work sessions are not to be taken or kept.

(vi) Board actions taken without a meeting as provided in Bylaws Article III, Section 8(J) below are also not subject to the above requirements. Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, as long as each Board member can hear (or simultaneously read if in electronic format, e.g. internet chat room), participate, and respond to every other Board member.

(G) Voting Rights at Board Meetings.

(i) Each Board member may only vote on those expenses for which Class the respective Board member represents pays or will be required to pay an Assessment in accordance with Exhibit E or elsewhere in the Declaration or these Bylaws. For example, only Class A and Class B Board representatives collectively may vote on roof repair or replacement expenses for any attached single-family Unit, detached single-family Unit, or condominium building.

(ii) If a Class D, Class E, or Class F Member is more than 60 days past due in the payment to the Association of any Assessment, Board voting rights of the respective Board representative for the delinquent Class Member are automatically suspended until the respective Class Member becomes current in its Assessment payments.

(iii) Voting by Board members may be done only in person, which includes by electronic or telephonic communication in accordance with Bylaws Article III, Section 8(F)(vi). Board members may also vote by proxy subject to the following limitations and requirements:
a. A Board member may assign their right to vote by a written, signed, and dated proxy only to a person from the same Class as follows: (1) a Class A Board member may give their proxy only to another Class A Board member; (2) a Class B Member may give their proxy only to another member of the Class B Member's board of directors; (3) a Class D, E, or F Board member may give their proxy only to another respective Class D, E, or F Member's partner, owner, employee, or agent.

b. A proxy given by a Board member is only valid for the Board meeting that next follows the date of the signed proxy.

c. A Board member who assigns their right to vote at a meeting to another person by proxy is considered absent from the Board meeting for the purpose of Bylaws Article III, Section 9(A).

(H) **Quorum; Adjournment.** A majority of the entire Board constitutes a quorum for the transaction of business, except: (i) that a majority of the Class A Board members in office constitutes a quorum for filling a Class A Board vacancy; and, (ii) for any expense or other item on which less than all Board members are permitted to vote, a majority of the Board members who are eligible to vote on such item constitute quorum for voting on the item. Whenever less than a quorum is present at the time and place appointed for any Board meeting, a majority of those present may adjourn the meeting from time to time until a quorum is present. In addition:

(i) For any question or other business on which all Board members are permitted to vote, at least six of the ten Board members must vote in favor of the motion for the question or business to be approved.

(ii) For any question or other business of a financial nature, i.e. the approval of the budget, or of a proposed contract or expenditure, on which all Board members except the Class F Board member are permitted to vote, at least five of the eight Board members must vote in favor of the motion for the question or other business to be approved.
(iii) For any question or other business of a financial nature, i.e. the approval of the budget, or of a proposed contract or expenditure, on which only the Class A and B Board are permitted to vote, at least four of the six Board members must vote in favor of the motion for the question or other business to be approved.

(iv) For any question or other business of a non-financial nature on which less than all Board members are permitted to vote, when the requisite Board quorum is present, the question or other business is determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration, the Articles of Incorporation, or in these Bylaws.

(v) In the event of any good faith disagreement between Board members on whether a given question or other business is of a financial or non-financial nature, the issue will be considered of a financial nature.

(I) Meeting Minutes. Minutes must be taken at or for all Board meetings. The Secretary or the Secretary’s designee will cause a draft of the Board meeting minutes to be distributed to each Board member within seven business days after the respective Board meeting. Copies of the Board approved minutes, except for those taken during closed executive sessions, are to be available for inspection by Owners, upon reasonable request as determined by the Board, at the Association’s office, or as kept by the Secretary. All Board meeting minutes must preserved permanently.

(J) Actions Without a Meeting. Except for removal or change of officers, in lieu of conducting a meeting, the Board members may take action with the unanimous written consent of the Board members eligible to vote on the issue or item, which written consent may be in electronic form, including by email or similar mode of communication permitted by Ohio law. The written consents must be reflected in or filed with the Board’s meeting minutes.


(A) The Board may remove any Board member and thereby create a vacancy in the Board, if such Board member has been found to be of unsound mind by order of court, files for bankruptcy or has been adjudicated bankrupt, is physically incapacitated, fails to attend three consecutive regular Board
meetings or four total regular Board meetings in any 12 month period, is no longer in good standing (as defined in Bylaws Article II, Section 2(H)), no longer meets any other qualification requirement set forth in these Bylaws, or who fails to comply, as determined by a vote of at least six Board members, with the code of ethics the Board has adopted, even if the Board member has not signed the code of ethics.

(B) The removal of a Board member for an alleged violation of the code of ethics may only be done after notice and a reasonable opportunity to cure the alleged violation(s) has been given to the Board member, along with a right for the Board member to request and then have a hearing before the Board. Any hearing or other Board meeting concerning the removal of a Board member for any reason provided for in this Article III, Section 9 must be held in closed, executive session. The Board member who is the subject of the removal motion is not eligible to vote on the removal motion and may be excluded from the executive session when the Board debates and vote on the removal motion. Any Board member removed for violation of the code of ethics may not be elected or reappointed to the Board for at least two years following the effective date of their removal from the Board.

(C) Any vacancy created in any Board member position will be filled in accordance with Bylaws Article III, Section 7 above. Class B, Class D, Class E, and Class F Members may further remove and replace their respective designated Board representatives at anytime, upon submission of written notice of the removal and replacement to the Board in accordance with Bylaws Article III, Section 7(C) above. Class B, Class D, Class E, and Class F Members will endeavor to maintain the same person as their respective Board member representative at each Board meeting during each year, from the date of the Annual Meeting to the date of the Annual Meeting the following year, to maintain continuity on the Board. This does not prohibit the ability of Class B, Class D, Class E, and Class F Members to designate a different Board member from one Board meeting to the next, but Class B, Class D, Class E, and Class F Members will not designate a different person as their respective Board member representatives more than three times each year (based on the date of the Annual Meeting as referenced above), except for good cause shown and provided to the Board.
Section 10. Regulations. For the government of its actions, including the nomination and election of Board members process, the Board may adopt regulations consistent with the Declaration and these Bylaws.

Section 11. Powers. Except as otherwise provided by law, the Declaration, or these Bylaws, the Board will exercise all power and authority of the Association. The Board is responsible for the reasonable maintenance, repair, and replacement of the Common Elements. In carrying out the purposes of the Property and subject to the limitations prescribed by law, the Declaration, or these Bylaws, the Board, for and on behalf of the Association, may:

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

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

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

(D) Enter into contracts and incur liabilities relating to the operation of the Property; however, the Board will not authorize the signing of any contract or other agreement for the Association that is for a period of three or more years or is for any Expenditure (as defined in Bylaws Article VII, Section 2), or both, until the contract or other agreement is reviewed by the Association’s legal counsel;

(E) Enforce all provisions of the Declaration, Bylaws, and Articles of Incorporation, which govern the Lots, Units, Common Elements, or Property;

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

(i) the maintenance, conservation, and beautification of the Property;
(ii) the health, comfort, safety, and general welfare of the Owners and Occupants; and,

(iii) the operation and use of the Property, in whole or in part.

In the event such Rules conflict with any provisions of the Declaration or these Bylaws, the provisions of the Declaration and these Bylaws govern:

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

(H) Purchase or otherwise acquire, lease as lessee, invest in, hold, use, encumber, sell, exchange, transfer, and dispose of real or personal property of any description or any interest therein;

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

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

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

(L) Borrow funds, assign 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;

(M) Establish, in the Board's sole determination, standards, or procedures for the suspension of the voting rights of an Owner or right of the Owner or the Owner's Occupant to use any Association amenities, when the Owner is delinquent in the payment of any Assessment or other charge to the Association more than 60 days;
(N) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

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

(P) Exercise for the Association all other 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.

Section 12. Committees. The Board may, by resolution, provide for such 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 Bylaws Article II, Section 2 above. Each committee only has such powers and may perform such duties, not inconsistent with law, as the Board may delegate to the committee. Each committee must keep full records and accounts of its proceedings and transactions. Each committee must report to the Board on any action taken at the Board's next meeting succeeding such action and is subject to the Board's control, revision, and alteration; however, no rights of third Persons will be prejudicially affected. Each committee will fix its own rules of procedure and will meet as provided by such rules as determined by the Board, and it must also meet at the call of the President or of any two members of the committee. The provisions of Section 8(D) above relating to the notice required to be given of Board meetings, also applies to meetings of each committee. A majority of the members of a committee constitutes a quorum. A majority of the committee is necessary to constitute a quorum. The Board may add any person to a committee and remove any committee member as the Board so determines. The Board will fill vacancies on a committee.

Section 13. Fidelity Coverage. All officers and employees, and managing agents of the Association handling or responsible for Association funds, must furnish or otherwise be covered by reasonable fidelity bonds or dishonesty insurance. The Association will pay the premiums on such bonds/insurance as a Common Expense. The Board will 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
similar institutions.

Section 14. Compensation. While serving on the Board, the Board members cannot receive any salary or compensation for their services. Any Board member, however, may be reimbursed for their actual expenses incurred in the performance of their duties, as solely determined by the remaining Board members. If any Board member, Board member’s spouse, immediate family member (defined as any parent, child, or sibling of the Director), employer or company, or any Occupant of the Board member’s Unit, seeks to be retained to perform services for the Association for compensation, the respective Board member must disclose the conflict of interest and completely abstain from the Board’s decision making process. If a majority of the Board members have a financial interest in the particular matter, the Board must submit the matter to the Owners for approval by a majority of the disinterested Owners.

ARTICLE IV

OFFICERS

Section 1. Election and Designation of Officers. The Board will elect a President, Vice President, Secretary, and Treasurer, each of whom must be a Board member. No Board member may hold more than one office.

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

Section 3. Removal and Resignation. The Board may remove any officer at any time, with or without cause, by a majority vote of the Board members then in office. Any officer may resign their officer position at any time by giving written notice to the President or the Secretary. Such resignation automatically takes effect on the date of receipt of such notice or at any later time specified.

Section 4. Duties. Unless the Board otherwise determines, the duties of the officers are as follows:
(A) **President.** The President is the chief executive officer of the Association. The President will preside at all Association and Board meetings, which power the President may assign or delegate as the President so decides. Subject to the Board's direction, the President has 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 has all the powers and duties prescribed by law. The President also has such other authority and will perform such other duties as the Board may, from time to time, assign to the President or as otherwise provided for in the Declaration or in these Bylaws.

(B) **Vice President.** The Vice President will perform such duties as are conferred upon the Vice President by these Bylaws or as may, from time to time, be assigned by the Board or the President. At the request of the President, or in the President's absence or disability, the Vice President will perform all the duties of the President, and when so acting has all the power of the President with like authority of the President.

(C) **Secretary.** The Secretary will keep minutes of all the proceedings of the members of the Association and of the Board and will make proper record of the same, which will be attested by the Secretary; has authority to execute all deeds, contracts, and other obligations of the Association requiring the Secretary's signature; will keep such books as may be required by the Board; and will perform such other further duties as may from time to time be assigned by the Board.

(D) **Treasurer.** The Treasurer has general supervision of all finances; the Treasurer, or their designee, will receive and have charge of all money, bills, notes, documents, and similar property belonging to the Association, and will do with the same as the Board may, from time to time, require. The Treasurer, or their designee, will keep or cause to be kept adequate and correct financial accounts of the Association's business transactions, including accounts of its assets, liabilities, receipts, expenditures, profits, and losses, together with such other accounts as may be required, and hold the same open for the inspection and examination of the Board; and the Treasurer will perform such other duties as from time to time may be assigned by the Board.

**Section 5. Assistants and Other Officers.** The Board, from time to time, may also create such offices and appoint such other officers and assistant officers as in its judgment may be necessary who are not members of the Board but who are members
of the Association. Each such assistant(s) or other officer(s) holds office at the pleasure of the Board, and will perform such duties as the Board may prescribe; however, such assistant(s) and other officer(s) will not have any voting power unless they are a Board member.

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

Section 7. No Compensation to Officers. None of the Association’s officers will receive compensation for their services as such.

ARTICLE V

INDEMNIFICATION

Section 1. Indemnification of Board Members, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime, including larceny.
forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of an independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they will, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association’s insurance carrier selects or, if not selected by the Association’s insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

Section 2. **Advance of Expenses.** The Association may advance funds to cover expenses, including attorneys’ fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

Section 3. **Indemnification Not Exclusive; Insurance.** The indemnification provided for in this Bylaws Article V is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or Rules, any agreement, any insurance provided by the Association, the provisions of Chapter 1702 of the Ohio Revised Code Section and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

Section 4. **Directors, Officers, and Committee Members Liability.** The Association’s Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association’s and Owners' indemnification includes all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws.
Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director, officer, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as an Owner).

Section 5. **Cost of Indemnification.** Any sum paid or advanced by the Association under this Bylaws Article V constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association’s obligations under this Bylaws Article V. However, the liability of any Owner arising out of the contract made by Director, officer, or committee member, or out of the aforesaid indemnity in favor of such Director, officer, or committee member, is limited to such proportion of the total liability as said Owner's pro rata share bears to the total interest all the Owners as Association members.

**ARTICLE VI**

**FISCAL MANAGEMENT AND ASSESSMENTS**

Section 1. **Fiscal Year.** The Fiscal Year of the Association ends on the 31st day of December of each year or on such other day as may be fixed from time to time by the Board.

Section 2. **Accounts.** The Board will create and charge the Association’s receipts and expenditures to accounts under the following classification as is appropriate, all of which expenditures are Common Expenses:

(A) **Current Expenses.** Current expenses include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, for additional improvements or to operations.

(B) **Reserves for Replacement.** Reserves for replacement include funds for major repairs or replacements of the Common Elements required because of damage, depreciation, or obsolescence.

(C) **Betterments.** Betterments include the funds to be used for capital expenditures for additions, alterations, or improvements (as distinguished from
maintenance, repair, or replacement) or additional personal property that will be part of the Common Elements.

Section 3. Determination of Assessments. The Board will fix and determine from time to time the sum(s) necessary and adequate for the Common Expenses. Common Expenses include the expenses described in Bylaws Article VI, Section 2 above, the carrying out of the powers and duties of the Association, the items enumerated in Bylaws Article VII below, and any other expenses designated from time to time by the Board as Common Expenses.

Section 4. Notice and Payment of Assessments. When the Board determines the amount of any Assessment, the Board will notify each of the affected Owners of the Assessment. All Assessments are payable to the Association. The Association may provide Owners the opportunity for electronic, automatic monthly payments of their Assessment if the Board determines it is in the best interest of the Association.

Section 5. Obligation to Pay Assessments. Each Owner must pay their proportionate share of the Common Expenses as assessed against the Owners, the share of which must be allocated as provided for in the Declaration. Payment of any other Assessment will be made in such amounts and at such times as the Board may determine. The obligation to pay any Assessment is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off can 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 Association's responsibility, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 6. Preparation of Budget; Annual Assessments. Prior to the end of each Fiscal Year, the Board will oversee the preparation of the "Annual Budget" that is based on its estimate of the total amount that will be required for the following Fiscal Year beginning January 1st of each year and ending on December 31st of the same year to pay the Common Expenses. The Board will assess the aggregate amount of the Annual Budget against the Owners as the Annual Assessment according to and as set forth in the Declaration, including Exhibit F. The Annual Budget encompasses all estimated Association expenses for the coming Fiscal Year. However, portions of the Annual Budget are to be assessed to all Owners,
while other portions of the Annual Budget are to be assessed only against specified Class Members as set forth in the Declaration, including Exhibit F. Prior to December 15th of each year, the Board, or its designee, will notify each Owner of the amount of the Annual Budget together with a reasonable itemization and a statement as to each Owner’s requisite share of the Annual Assessment; a copy of the Annual Budget will also be mailed or otherwise delivered to each Owner. The failure of the Association to comply strictly with the above time requirements is not deemed to be a waiver and does not prevent the Association from collecting Assessments for Common Expenses. Such Annual Assessment is due and payable by each Owner during the ensuing Fiscal Year in either monthly, quarterly, or semi-annual installments (that may or may not be equal), in advance, as and when the Board stipulates.

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

(B) **Budget Surplus.** If, at any time, the Board determines that the Association has collected a Common Surplus at the end of any fiscal year, such amount must, at the Board’s sole discretion, be either credited promptly after the same has been determined to the installments next due from Owners under the current year’s Assessment until exhausted, applied toward reserves, or otherwise accounted as the Board determines is in the Association’s best interest. Any and all interest earned on any reserves, savings, Assessments, or other fees or monies held by the Association will be accounted for as the Board determines is in the Association’s best interest.

Section 7. **Voting on Budget and Special Assessments.**

(A) **Annual Budget.** The entire Board may vote on the Annual Budget as a whole. However, upon the request of the Class B, Class D, or Class E Board representative, or upon request from a majority of the Class A Board representatives, the Board will vote separately on each line item in the Annual Budget, with only the Board members whose respective Class Members will be assessed and will pay for the given line item permitted to vote on each given
Annual Budget line item. For example, the Annual Budget line item for “roof maintenance” of the detached single-family, attached single-family, and condominium Units will only be voted on by the Class A and Class B Board representatives collectively. The Annual Budget line items will be based on the items listed in Exhibit F.

(B) Special Assessments. Any Special Assessment will be voted on and approved only by the Board members whose respective Class Members will be assessed and will pay for the Special Assessment.

Section 8. Year End Financial Summary. On or before the date of the Annual Meeting, the Board will supply all Owners with an itemized accounting of the Common Expenses for the preceding Fiscal Year actually incurred and paid, together with a tabulation of the amounts collected in accordance with the Annual Budget estimate(s) provided, by Special Assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves.

Section 9. Reserve for Contingencies and Replacements. The Board, on the Association’s behalf and in the exercise of its sole business judgment, will build up and maintain a reasonable reserve for contingencies and to finance the cost of major repair or replacement of the components of the Property the Association is to maintain. The reserves are to be funded by the portion of the Annual Assessment earmarked in the Annual Budget for reserves. The amount set aside annually for reserves must not be less than the amount adequate to repair and replace major capital items in the normal course of operations without the necessity of Special Assessments (known as “fully funding of reserves”), unless the reserve requirement is waived annually by a majority of the Board members. Any interest earned on the reserve fund accounts will be accumulated in the reserve account. Extraordinary expenditures not originally included in the Annual Budget, which may be necessary for the year, may, at the Board’s discretion, be charged first against such reserve or paid for, in whole or in part, by a Special Assessment. Upon the sale of a Unit by any Owner, such Owner has no right to any portion of the funds in the reserve account; nor does any such Owner have any claim against the Association with respect thereto.

Section 10. Failure to Prepare Annual Budget or Make Current Assessments. The failure or delay of the Board in the preparation of any annual budget or in the giving of notice to Owners, or any delay in the making of Assessments against Owners, or any of them, does not constitute a waiver or release in any manner of such Owner to pay their proportionate share of the Common Expenses, including reserves,
whenever the same is determined and assessed. In the absence of any annual estimate of Common Expenses or of any Assessments for the Common Expenses, Owners will continue to pay the Assessments at the existing rate established for each Owner then in effect, until the first maintenance payment becomes due, in accordance with a new Assessment covering the current period duly made by the Board in the manner above provided in this Article VI.


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

(B) The Board may adopt Rules establishing reasonable standards for the examination and copying of the Association's Records, which may include standards and limitations governing the type of documents that are subject to examination 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 or copying of the documents. In the absence of any Rules, any Owner or their mortgagee, or by any representative of an Owner duly authorized, may, for reasonable purposes, during normal business hours and following a reasonable, prior written request to the Board, examine or copy the Association's Records, subject to a reasonable fee and the provisions of Chapter 5312. The reasonable fee can include copying, handling, mailing, labor, and inspection oversight costs. Within ten days of a written request to the Board and upon payment of a reasonable fee, any Owner will be furnished a statement of their account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner. Any questions or concerns about an Owner's account, the Association's Records, including any aspect of the Association's income, expenses, or other financial matter, or the administration, maintenance, or operation of the Association or the Property must be submitted to the Board in writing, through the Association's manager or management company, if any.
(C) The Association will not permit examining or copying of any of the following from books, records, or minutes, or any other documents pertaining to the following, unless expressly approved by the Board:

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

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

(iii) 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;

(iv) information that relates to the delinquency of other Owners or the enforcement of the Declaration, these Bylaws, or Rules against other Owners; or

(v) the disclosure of information which is prohibited by State or federal law.

Section 12. Status of Funds Collected by Association. All funds collected are to be held and expended solely for the purposes designated in the Declaration, these Bylaws, or Ohio law, and, except for such Assessments as may be levied against less than all of the Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments, are deemed to be held for the use, benefit, and account of all of the Owners. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund, bank, or investment accounts as the Board so determines.

Section 13. Financial Review. The Board will have the Association’s accounts reviewed at least once every three years by a certified, independent public accounting firm as a Common Expense.
ARTICLE VII

GENERAL POWERS OF ASSOCIATION

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

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

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

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

(D) **Other Insurance.** Premiums for other insurance, including fidelity bonds or insurance, effected in accordance with the provisions of the Declaration or these Bylaws.
(E) **Workers’ Compensation.** The cost(s) of workers’ compensation insurance to the extent necessary to comply with any applicable laws.

(F) **Wages and Fees for Services.** The wages and fees for services of any Person the Association employs, including the services of any Person to act as a manager or managing agent for the Property, the services of any Person required for the maintenance or operation of the Property, and legal and accounting services necessary or proper in the operation of the Property or the enforcement or interpretation of the Declaration, these Bylaws, and Rules, and for the organization, operation, and enforcement of the rights of the Association.

(G) **Care of Property.** The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair, and replacements of the portions of the Property that the Association is responsible for, as provided for in the Declaration, and such furnishing and equipment for such portions of the Common Elements, all as the Board determines are reasonably necessary and proper, and the Board has the exclusive right and duty to acquire the same for such portions of the Property.

(H) **Certain Maintenance of Lots or Units.** In addition to the provisions and requirements contained in the Declaration, the cost of the maintenance, repair, or replacement of any Lot or Unit or other item of Owner responsibility as defined in the Declaration, including the costs of correction for any violation of the Declaration or Rules, if such maintenance, repair, or replacement is necessary, in the Board’s sole discretion, for safety, aesthetics, uniformity, or to protect the Common Elements or any Lot or Unit, and the Owner so responsible has failed or refused to perform such maintenance, repair, or replacement within a reasonable amount of time, as determined by the Board, after written notice of the necessity has been given to such Owner. The Board will levy a Special Assessment against such Owner for the cost of such maintenance, repair, or replacement.

(I) **Discharge of Mechanic’s Liens.** Any amount necessary to discharge any mechanic’s lien or other encumbrance that may, in the Board’s opinion, constitute a lien against any part of the Property and that arose by virtue of the Board’s authorization or direction. Where one or more Owners are responsible for the existence of such lien or for the work or labor authorized or directed by the Board, the Association may pay or otherwise discharge the lien, but the responsible Owner(s) is jointly and severally liable for the costs and expenses of discharging it, and any costs
and expenses incurred by the Association by reason of said lien(s) will be specially assessed against such Owner(s).

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

Section 2. **Betterments.** Notwithstanding anything in these Bylaws or in the Declaration that authorizes expenditures, no single expenditure may be made by the Board for any Betterments, for any major repairs or replacements to be paid from the reserve fund or a Special Assessment, or the purchase of any real property, including any Unit, by the Association exceeding, in any case, in total cost 15% of that fiscal year’s Annual Budget without having the prior approval of at least 60% of Board members whose respective Class Members’ assessments will be used to pay for the given expenditure (the three types of expenditures referenced in this Section and that are subject to this Section are referred to in this Section 2 as “Expenditure”). Before any proposed Expenditure may be considered and voted on, at least one contract proposal for the Expenditure must be obtained and sent to the Board members who are eligible to vote on the Expenditure at least 15 business days before the Board meeting at which the Board is to consider the proposed Expenditure. The above limitations on expenditures for Betterments do not apply to repair or replacement of the Property due to casualty loss, to emergency repairs immediately necessary for the preservation and safety of the 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. **Special Services.** The Board may arrange for the provision of any special services and facilities for the benefit of such Owners and Occupants as may desire to pay for same, including cleaning, maintenance, repair, and replacement of Units, or any part or component of the Units, and provision of other special services, or recreational, educational, medical, or maintenance facilities and any concessions. The Board will determine the cost and fees for any such special services and facilities, which may be charged directly to participating Owners or Occupants, or paid from the maintenance fund and levied as a Special Assessment against such participating Owners or Occupants. The services and facilities may be furnished on a concession
basis or other basis in accordance with a fee a contractee or licensee pays to the Association for the right to maintain certain facilities upon the Common Elements and charge the users of such services or facilities a fee for their use. User charges may be billed separately to each Owner benefited thereby, or may be added to such Owner's share of the Common Expenses, or as otherwise determined, and collected as a part thereof. Nothing in these Bylaws requires the establishment of user charges under this Bylaws Article VII, Section 3 and the Board may elect to treat all or any portion thereof as Common Expenses. In the event any special services and facilities create a surplus, these funds will be added to the maintenance or reserve funds as the Board so determines.

Section 4. **Acquisition, Sale, or Exchange of Real Property.** Whenever the Board determines to acquire, lease, sell, or exchange real property, or any interest in real property, located outside of the Property, the Board must submit such acquisition, lease, or exchange to a vote of the Owners and, upon the affirmative vote of the Owners entitled to exercise not less than 75% of the Association's voting power, the Board may proceed with such acquisition, lease, sale, or exchange, in the Association's name and on behalf of all Owners, and the costs and expenses incident to such acquisition, lease, sale, or exchange constitute part of the Common Expenses.

Section 5. **No Active Business to be Conducted for Profit.** The Association does not have the authority to conduct an active business for profit on behalf of all the Owners or any of them; but, this does not preclude the Association from entering into contracts, licenses, concession agreements, and the like, affecting parts or uses of the Common Elements, which result in the production of income for the Association, or from making arrangements of the types described in this Bylaws Article VII, Section 3.

Section 6. **Utility Contracts.** In addition to the authority provided for in Bylaws Article VII, Section 1(A) above, the Board, on behalf of the Association and the Owners, individually and collectively, may negotiate and enter into contracts or other agreements with any utility service provider to provide for such services and service rates to and for the Property, in whole or in part, including the Units, as the Board determines is in the best interest of the Association or Owners as a whole, whether or not such services are included or paid for as a Common Expense, or paid directly by the Owners. All Board members whose Class Members will either have to pay, directly or indirectly through the Class Members' assessment payments, for the given service or will be served by the proposed contract or agreement must approve of the proposed contract or agreement prior to its execution by the Association.
Section 7. **Insured Contractors.** For any work or services to be performed on the Property, the Association will only retain and contract with licensed (as required by the State of Ohio or any other government entity having jurisdiction over the Property) contractors, firms, and other Persons that maintain and keep workers' compensation and liability insurance in such minimum amounts as may be required by the State of Ohio, any other government entity having jurisdiction over the Property, and the Board.

Section 8. **Applicable Laws.**

(A) Chapter 5312 of the Ohio Revised Code;
(B) Chapter 1702 of the Ohio Revised Code;
(C) The Declaration;
(D) These Bylaws;
(E) The Articles of Incorporation; and,
(F) The Rules,

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

**ARTICLE VIII**

**AMENDMENTS**

Section 1. **Amendment Proposals.** Only a Board member may submit a proposed resolution to amend these Bylaws. To do so, the Board member must submit, in writing, an amendment proposal that states the subject matter of the proposed amendment with reasonable specificity, to the Secretary. The amendment proposal cannot conflict with the Articles of Incorporation or the Declaration, unless the same is also being amended. Within 10 days of the Secretary's receipt of the amendment proposal, the Secretary must send a copy of the amendment proposal to each Board member. The Board will consider the amendment proposal at the first
Board meeting that is at least 10 days after the Secretary's distribution of the amendment proposal.

Section 2. Amendment Adoption and Recording. Except as provided elsewhere in the Declaration or these Bylaws, amendments to these Bylaws must be approved by at least seven Board members. Board members who are not present at a meeting at which an amendment proposal is to be considered, may vote in favor or against the amendment proposal by delivering to the Secretary a written ballot signed by the Board member prior to or at the meeting. Upon the Board's approval of the amendment, the amendment must be attached to a certificate certifying that the amendment was duly adopted as a Bylaws amendment. The certificate must be executed by the Association's Officers with the formalities of the execution of a deed. The certificate and the amendment will be recorded with the Cuyahoga County Fiscal office or its successor.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in these Bylaws are abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 2. Liability Survives Termination of Membership. The termination of Association membership does not relieve or release any such former Owner or Member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership of a Lot or Unit and membership in the Association, or impair any rights or remedies that the Association may have against such former Owner or Member, arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident to such ownership and membership.

Section 3. Limitation of Liability. Notwithstanding the Association's duty to maintain and repair areas as provided in the Declaration, the Association is not liable for injury or damage caused by a latent condition in the Property, nor for injury or damage caused by the elements or by other Owners or Persons.
Section 4. **Agreements Binding.** All agreements and determinations lawfully made by the Association, through the Board, in accordance with the procedure established in the Declaration and these Bylaws are binding on all Owners, their successors, heirs, and assigns.

Section 5. **Mortgagees.** Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Lot will be given a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Owner whose Lot is subject to such mortgage or trust deed. Any Mortgagee may, from time to time, request in writing a written statement from the Board setting forth any and all unpaid Assessments due and owing from its mortgagor Owner with respect to the Unit subject to the lien of its mortgage and such request will be complied with within 20 days from receipt of such request.

Section 6. **Severability.** The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of same, will not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.