

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.**

*Editor's Note:*

*This instrument was approved by the affirmative votes of two-thirds of the owners of sublots of the Lake of the Woods residential subdivision announced at a meeting of the Board of Trustees of the Association on \_\_\_\_\_, 2026.*

DRAFT 6 (03/22/2026)

**AMENDED AND RESTATED BYLAWS OF  
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**AMENDED AND RESTATED BYLAWS  
OF  
LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**DEFINITIONS**

**Section 1. Legal Description.** The real property that is, and will be held, transferred, sold, conveyed, and occupied, subject to these Amended and Restated Bylaws (“Bylaws”), is described in the legal description identified as Exhibit “B” accompanying the Amended and Restated Declaration of Restrictions and Covenants for Lake of the Woods (“Declaration”).

**Section 2. Definitions.** Capitalized terms used in these Bylaws have the meanings ascribed to them in this Section 2 and, if not defined below, shall have the meaning ascribed to such term in the Declaration or where it first appears in these Bylaws. It is the intent of this Section 2 that each capitalized term appearing in these Bylaws shall carry the same definition specified in the Declaration for such term, but in the event of any differences in such definitions, the definition appearing in the Declaration shall prevail. The following terms used herein are defined as follows:

(a) **“Articles of Incorporation”** means the document filed with the Secretary of State of Ohio on April 12, 1984, establishing the existence of the Lake of the Woods Homeowners Association, Inc., as a non-profit corporation, as may be amended from time to time.

(b) **“Assessment”** means the determination of the share of Common Expenses, including reserves ordinarily and prudently budgeted by the Board of Directors, and other charges levied against the Lot(s) that shall be payable from time to time by the Owner(s) as determined in accordance with the Declaration, these Bylaws, and the rules, policies, and procedures of the Association. The term “other charges” in defining “Assessment” includes, without limitation:

(1) All costs, expenses, and charges for maintenance, repairs, and replacements made by the Association that are or were the obligation or responsibility of the Owner(s) to make;

(2) All special or extraordinary uses or consumptions attributable to the Owner(s);

(3) All damages or enforcement assessments resulting from the failure of the Owner(s) of a Lot or any Occupant(s), tenant(s), guest(s), or invitee(s) of any Dwelling or Lot to comply with any of the covenants, conditions, obligations, or restrictions contained in the Declaration, these By-laws, and/or the rules, policies, and procedures of the Association, together with the costs, including (without limitation) court costs, reasonable attorneys' fees, and paralegal fees, incurred by or for the Association in any action successfully threatened, asserted, and/or prosecuted to secure voluntary or involuntary compliance and/or obtain injunctive, declaratory, or other relief in redress of a failure to comply with the Declaration, these By-laws, and/or the rules, policies, and/or procedures of the Association and/or to remit all Annual Assessments and/or Special Assessments as and when the same shall become due and payable;

(4) Any other charges or Assessments permitted by the Declaration, these Bylaws, or Chapter 5312 of the Ohio Revised Code to be made or levied against the Owner(s) and/or any Lot(s);

(5) Reasonable costs of collection of any unpaid Annual Assessments, Special Assessments, enforcement assessments, charges (including, without limitation, title reports, court costs, reasonable attorneys' fees, and paralegal fees), interest, and reasonable administrative late charges;

(6) **"Annual Assessment(s)"** defined herein as the aggregate of all shares of the estimated cash requirements of the Association ratably levied by resolution of the Board of Directors of the Association against the Lot(s) to pay for the Common Expenses, including reserves, for the ensuing fiscal year in accordance with the Declaration and these Bylaws and charged to the Owner(s) of each Lot, *provided*, however, that notwithstanding any action of the Board of Directors to fix such amount for any given calendar year, the Members may increase or decrease the Annual Assessment at the annual meeting by a resolution adopted upon the affirmative vote of a majority of those representing the total voting power of the Association; and

(7) **"Special Assessment"** defined herein as the aggregate of all shares of the Common Expenses or other charges levied against the Lots generally or against any specific Lot(s) to pay for special or specific projects or expenses not provided for in the estimated cash requirement in determining the Annual Assessments for the ensuing fiscal year, the amount of which is to be paid ratably by the Owner(s) of each Lot in a lump sum and/or in semi-annual installments as the Board of Directors shall determine.

(c) **“Association”** means and refers to Lake of the Woods Homeowners Association, Inc., and each of its successors and assigns created to govern, operate, control, and administer the Property, including the Common Elements, and to enforce the covenants and restrictions contained in this Declaration, these Bylaws, and the rules, policies, and procedures of the Association, as amended from time to time.

(d) **“Authorized Communications Equipment”** means any communications equipment that the Board of Directors, in its sole discretion, selects that shall provide a transmission, including (but not limited to) by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Director, Owner, or other participant, and, with respect to meetings, allows all Persons permitted to participate in the meeting to communicate contemporaneously with each other as determined by the meeting chair.

(e) **“Board of Directors”** shall mean and refer to the Board of Directors of the Association, as provided in these Bylaws of the Association and as may be referenced in these Bylaws as “the Board,” “the Board of Directors,” or “the Directors” and shall include the Board of Trustees of the Association as constituted and established to discharge powers, duties, and responsibilities on behalf of the Association under the version of the Declaration, and all amendments thereof, in effect before the effective date of the Amended and Restated Declaration of Restrictions and Covenants for Lake of the Woods.

(f) **“Chapter 1702”** means Chapter 1702 of the Ohio Revised Code, the Ohio Nonprofit Corporation Act, as may be amended or supplemented from time to time.

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

(h) **“Common Elements”** means all real property controlled or owned by the Association, and all related fixtures and improvements, including (but not limited to) two (2) brick walls with pillars, brick entrance monument with sign, and landscape plantings and illumination hardware located at the entrance to the Property.

(i) **“Common Expenses”** means the aggregate expenses of financial liability of the Association as provided by the Declaration, these Bylaws, and Ohio law, including such allocations as the Board designates for reserves, and those expenses designated as Common Expenses in Chapter 5312, the Declaration, and/or these Bylaws, including (by way of example and not by way of limitation):

(1) All sums lawfully assessed against the Lot(s) or Owner(s) by the Association;

(2) All expenses, rentals, charges, payments, and obligations of the Association incurred in the operation, administration, management, maintenance, repair, replacement, insurance, and improvement of the Common Elements and the other parts of the Property, including (but not limited to) the entrance signage and components, landscape islands, lake and storm water management facilities as provided for in these Bylaws, and reserves established by the Board of Directors for any or all such purposes;

(3) All charges, payments, and obligations of the Association incurred in the fulfillment of the required and approved Storm Water Management Plan (defined in the Declaration);

(4) All expenses, charges, and costs of utility services used, rented, or supplied to or furnished to the Common Elements and Lots, or to any one or more of them, that are charged to or initially paid for by the Association and not the direct responsibility of any governmental agency or any Owner(s); and,

(5) All expenses the Board of Directors from time to time reasonably determines to be Common Expenses, *provided*, however, that the Association’s only Common Expenses related to the lake shall be in accordance with the Storm Water Management Plan as defined in the Declaration.

(j) **“Declaration”** means the recorded version of the instrument establishing provisions for a declaration of covenants, easements, conditions, and restrictions, as originally executed, or if amended, as so amended, by which the Property is subject to the provisions of Chapter 5312. As used in these Bylaws, “Declaration” refers specifically to the instrument and related Exhibits described in the definition of “Declaration” appearing in Section 2(l) of Article II of the Amended and Restated Declaration of Restrictions and Covenants for Lake of the Woods, to which these Bylaws are appended.

(k) **"Dwelling"** means one building situated upon one Lot within the Property (or situated on or straddling more than one such Lot) designated and intended for use and occupancy as a residence by one family.

(l) **"Electronic Voting Technology"** means an electronic voting system that accurately and securely records the voting Member's intent to cast a ballot on a matter in the way identified by the Member, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology.

(m) **"Good Standing"** means any Owner of a Lot who is (1) not more than 30 days delinquent in the payment of any fees and/or Assessment, or any portion thereof, owed to the Association and (2) not adverse to the Association in any litigation involving the Association and/or the Board, and/or any Director(s). Whether an Owner is in "Good Standing" for purposes of voting shall be determined as of the date of any meeting at which the votes are tabulated. If any Lot is vacant (*i.e.*, without a Dwelling constructed on it), the Owner(s) of such Lot shall not be in Good Standing with the Association until a Dwelling suitable for occupancy is approved by appropriate building officials of the City of Akron and/or Summit County and constructed on such Lot.

(n) **"Lot"** means and refers to each subplot located on the Property (defined below) and shown on any record plat or plan of the Lake of the Woods residential subdivision, excepting the Common Elements, that may be improved for use as a single family detached Dwelling, and as shown on an individual parcel in the records of the Recorder's Division of the Summit County Fiscal Office, *provided*, however, that for purposes of administration and enforcement of the Declaration, these Bylaws, and/or any rules, policies, and/or procedures of the Association, where any part(s) of two or more adjacent Lots are owned by the same Owner(s) and a single Dwelling is constructed on one or more of those adjacent Lots, all such adjacent Lots shall be regarded as a single Lot for purposes of voting and all Assessments, and the side Lot lines thereof shall consist of only the line(s) bordering a street and/or the side Lot line(s) of one or more Lot(s) of any other Owner(s); the term further contemplates that the Lot and any adjacent Lot or fraction of a Lot is improved with a single family detached Dwelling irrespective of how the Recorder's Division of the Summit County Fiscal Office labels, defines, or denominates any part of all of any parcel(s) title to an Owner(s).

(o) **"Member"** means a Person entitled to membership in the Association, as provided in the Declaration and these Bylaws, and is the record Owner of a Lot.

(p) **“Owner”** means any Person owning a fee simple interest in a Lot, excluding any Person having an interest in a Lot merely as security for the performance of an obligation unless and until such Person acquires title to the Lot in fee through a foreclosure or any act or proceeding in lieu of foreclosure, but notwithstanding the foregoing, “Owner” also includes a purchaser or vendee of a Lot under a land contract rather than the fee owner of such Lot.

(q) **“Person”** means any natural person or any corporation, partnership, limited liability company, trust, or other legal entity to which the law attributes the capacity of having rights and duties.

(r) **“Property”** means the real property described or referenced in the Declaration and these Bylaws and as described in the Exhibits accompanying these Bylaws constituting Lake of the Woods Subdivision.

## ARTICLE II

### GENERAL

**Section 1. Preliminary Statement of Scope and Effect.** These Bylaws of the Association are appended to and are made part of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Lake of the Woods Subdivision. The purpose of these Bylaws is to provide for corporate procedures of a planned development association for the government of a nonprofit corporation that administers the covenants and restrictions applicable to individual Lots and the Common Elements in the manner provided by the Declaration and these Bylaws. All present or future Owners, tenants, occupants, or anyone else who might use facilities of the Common Elements in any manner shall be subject to the covenants, restrictions, provisions, and regulations contained in the Declaration and these Bylaws and are also subject to any restriction, condition, or rule adopted by the Board of Directors. The mere acquisition of any Lot within the Property or the mere act of occupancy of any of Lot shall constitute acceptance and ratification of the Declaration and these Bylaws.

**Section 2. Name of the Association.** The name of the Association is “Lake of the Woods Homeowners Association, Inc.,” an Ohio nonprofit corporation, created in accordance with the provisions of Chapter 1702 of the Ohio Revised Code.

**Section 3. Principal Office.** The Board shall designate the place or location for the Association’s permanent files, which may be retained in hard copy or electronic formats. Copies of all official books and records must be kept in the Association’s permanent

files. If the permanent files are located at the Dwelling of a Director or electronically subject to restricted access of a Director, then within ten (10) business days following the termination of such custodial Director's status as a member of the Board, he or she shall have the duty and responsibility to contact the succeeding custodial Director (or property manager, if any) and arrange for delivery and access respecting all Association permanent files to the succeeding custodial Director (or property manager, if any).

### ARTICLE III

#### THE ASSOCIATION

**Section 1. Membership.** The membership of the Association shall include of each Person who is a record owner of a fee simple interest in any Lot .

**Section 2. Voting Rights.** Members are entitled to (1) one vote for each Lot owned that has a Dwelling constructed on such Lot. When more than one Person shall hold an interest in a Lot, all such Persons are Members, provided that a single vote for the Lot shall be exercised in accordance with these Bylaws in such manner as the Owners of such Lot shall determine in their sole discretion. The Directors are entitled to accept the representation of a single Owner respecting the manner in which the interest(s) of multiple Owners of a Lot shall be represented in casting a single vote on behalf of the Owners of such Lot. No fractional vote(s) shall be recorded on any matter submitted to a vote of the membership of the Association.

**Section 3. Voting Methods.** Prior to sending the notice for any meeting, and depending on the conduct of the meeting as determined by the Board, voting shall be conducted by one of the following methods:

(a) **Voting in Person or by Proxy.** Members may vote in person or by proxy during meetings that are held in person and provide for physical attendance. The individual granted a proxy need not be a Member of the Association. Each proxy shall be appointed in a writing signed by the Member(s) entitled to vote and the writing must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board prior to the time established for voting on any measure(s). Every proxy appointment shall automatically cease upon conveyance of the Lot or Dwelling by the Member(s) giving such proxy. Proxy appointments may be valid for up to five (5) years or such other shorter duration specified in the writing. If no time is specified, a proxy appointment is valid for 11 months from the date specified in the writing or as prescribed by Ohio law.

(b) **Voting by Mail and Electronic Voting Technology.** For meetings that are held via Authorized Communications Equipment, voting shall be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. A written summary of all matters to be subject to a vote at a meeting utilizing Authorized Communications Equipment must be sent to the Members not later than the date the meeting notice is sent to the Members in accordance with Section 4(c) of Article III of these Bylaws. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting as if the Member were physically present.

(c) **Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology.** For meetings that are held in person and provide for physical attendance, voting may be conducted in person or by proxy and in addition the Board may authorize the Members to vote by mail and Electronic Voting Technology.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be returned in shall be held invalid. Any costs associated with voting, including (without limitation) mailing costs, printing, and Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, shall constitute Common Expenses of the Association. The Board may adopt any additional regulations, rules, policies, or procedures as may be necessary or advisable to execute the intent and purpose of this voting provision for the use in administering each desired voting method.

#### **Section 4. Meetings of Members.**

(a) **Annual Meeting.** The annual meeting of the Members of the Association shall be held between the first day of January and the last day of April of each calendar year at a time and place established by the Board, *provided*, however, that such meeting may be postponed until not later than the last day of May of such calendar year if there is a vacancy on the Board of Directors and no successor Director shall have been appointed or nominated by the deadline for giving notice of an annual meeting to take place by the last day of April. Notice of the annual meeting shall include references to the purposes of the meeting, *viz.*, to elect Directors, to consider any reports placed before the Owners, and to transact such other business as may be determined by the Board or as may be presented by any Member(s) in attendance. All costs incurred in giving notice of the annual meeting, securing a venue for such meeting, conducting such meeting by means of Authorized Communications Equipment and/or Electronic Voting Technology, and recording all proceedings and votes cast at such meeting are considered Common Expenses of the Association. The order of business at all Association annual meetings is:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Review of minutes of preceding meeting;
- (4) Reports of Officers;
- (5) Reports of Committees;
- (6) Election of Inspectors for the Election of Directors;
- (7) Election of Directors;
- (8) Unfinished or Old Business;
- (9) New Business;
- (10) Member Comments; and
- (11) Adjournment.

Members shall be afforded the privilege of addressing all other Members in attendance or otherwise participating in the annual meeting as each item of unfinished, old, or new business is addressed and/or considered.

(b) **Special Meetings.** Special meetings of the Members of the Association may be held on any day when called by the President, or by a majority of the Directors, or by Members entitled to exercise at least 50 percent (50%) of the Association's voting power. Any Member entitled to call a special meeting of the Association must provide a written request delivered either in person or by certified mail to the President or the Secretary of the Association who must then set the date, time, and place for the special meeting and who must cause notice of the meeting to be given to all Members in accordance with these Bylaws. If such notice is not given by the President or the Secretary within thirty (30) days after the receipt of such request, the Member requesting the special meeting may fix the time and place of the meeting and shall give notice of the meeting to all Members in accordance with these Bylaws. No business other than the business specified in the call and set forth in the notice will be considered at any special meeting. The order of business at any special meeting shall be specified in the special meeting notice or agenda. All costs incurred in giving notice of a special meeting called by the President or a majority of the Directors, securing a venue for such meeting, conducting such meeting by means of Authorized Communications Equipment and/or Electronic Voting Technology, and recording all proceedings and votes cast at such meeting are considered Common Expenses of the Association. All costs incurred by any other Member(s) in scheduling and conducting any other special meeting shall be borne exclusively by those responsible for calling such meeting(s). Each special meeting shall be conducted in such manner as may be provided in these Bylaws and/or a resolution of the Board of Directors.

(c) **Notice of Meetings.** Written notice of each annual meeting of the Members and each special meeting of the Members called by the President or the Board shall be given by, or at the direction of, the Secretary or the Person authorized to call the meeting, delivered in accordance with Section 1 of Article XVII of the Declaration, at least 15 days before the meeting, to each of the Members entitled to vote at the meeting. Written notice of any other special meeting(s) shall be given by the Person responsible for causing such meeting to be called in the manner prescribed by these Bylaws for giving such notice. In each instance, a notice of a meeting of the Members shall specify the place, day and hour of the meeting, and in the case of a special meeting, the specific purpose(s) of the meeting, and in the case of special meetings called by the Members, the specific motion(s) (other than procedural) for which votes shall or may be cast. If a meeting of the Members is conducted with the use of Authorized Communications Equipment, the meeting notice also must include any pertinent information necessary to allow each Member to participate at the meeting in that manner. Delivery of a notice of a meeting to all Members living in a single Dwelling shall be achieved when such notice is delivered to such Dwelling.

(d) **Quorum; Adjournment.** Attendance by Members representing 20 percent (20%) of the Lots owned by Owners in Good Standing who are present in person and/or participating by proxy or by using the method of Authorized Communications Equipment as approved by the Board shall constitute a quorum for a meeting of the Members. In confirming the existence of a quorum for a meeting of the Members and/or voting on any measure, attendance by Authorized Communications Equipment and ballots submitted by mail or by Electronic Voting Technology authorized by the Board also shall be counted. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that each Member attending, either in person or by Authorized Communications Equipment, is in Good Standing eligible to vote and to be included in making a record of any vote. Under no circumstances, however, can any action required by the Declaration, these Bylaws, or by law to be authorized or taken by Members entitled to exercise a specified minimum proportion of the voting power be authorized or taken by a lesser proportion. Where a quorum is not present, Members entitled to exercise a majority of the voting power represented at a meeting as of the time for the meeting specified in the meeting notice may adjourn the meeting until a quorum is present. If any meeting is adjourned, further written notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting at the time of adjournment.

(e) **Conduct and Order of Business.** The Board may, but is not required to, adopt parliamentary rules of order for the conduct of Association meetings.

Prior to dispatching the meeting notice to the Members, the Board shall determine whether the meeting shall be conducted physically so that the Members may attend in person, or by the use of Authorized Communications Equipment, or both, *provided*, however, that if the meeting shall be held with the assistance of Authorized Communications Equipment, the Board also shall determine whether the Members also will be permitted to attend the meeting in person or if they may attend in person only upon demonstrating a hardship rendering it practically impossible for an individual Member to participate with the use of Authorized Communications Equipment. When Authorized Communications Equipment is used, each Member must have the ability to communicate with all other meeting participants to make motions, participate in debates on motions, make statements, lodge objections, and vote, *provided*, however, that the designated meeting chair or moderator may silence or mute any Authorized Communications Equipment utilized by any Member who attends the meeting unless the Member is voting or has been recognized by the meeting chair or moderator as having the floor. A Member not able to participate with the use of Authorized Communication Equipment, as and when authorized by the Board, must participate in a meeting of the Members by personal attendance or by proxy. The meeting chair or moderator has the authority to determine all motions or other procedural matters to be decided at each meeting of the Members, including (by way of example and not by way of limitation) making or soliciting points of order, tabling any measure(s), and adjourning the meeting. The Board's purpose or reason for not conducting an in person meeting and instead conducting a meeting via Authorized Communications Equipment must be documented in the Board's meeting minutes.

**(f) Minutes of the Meetings of Members.** Minutes of each meeting of the Members shall be taken. Upon reasonable request, copies of approved minutes shall be made available for Member inspection at the principal office of the Association, electronically, or as the Board otherwise determines.

**Section 5. Actions of the Members Without a Meeting.** All actions, except election or removal of a Director, that may be taken at a meeting of the Association may be taken without a meeting upon adoption of a consent resolution signed by Members representing a majority of the voting power of the Owners or such higher percentage of such voting power as may be required by the Declaration and/or these Bylaws for the adoption of any specific measure. Such consent resolutions shall be filed with the Association and maintained by the Secretary among as part of the Association's official records.

## ARTICLE IV

### BOARD OF DIRECTORS

**Section 1. Board of Directors.** The Board constitutes, for all purposes, the Board of Directors of the Association, as provided in Chapter 5312 of the Ohio Revised Code. The members of the Board of Trustees of the Association shall be seated immediately as the members of the Board of Directors upon adoption of these Bylaws by the Members without requiring further ratifying action by the Members or any further undertaking of the Persons thereby serving as Board members.

**Section 2. Number of Board Members, Terms, and Qualifications.** Upon recording of these Bylaws, the Board of Directors shall consist of three (3) members, each of whom shall be a Member of the Association in Good Standing and shall serve a term commencing on the date of his or her election and ending on the date of the third annual meeting immediately following his or her election if his or her successor is elected at such meeting. One term of a member of the Board of Directors shall expire at each annual meeting and the terms of the Board members shall remain staggered in such fashion. Except as otherwise provided in the Declaration or these Bylaws, each Director shall serve until expiration of his or her designated term and shall continue to hold such office until his/her successor is elected and takes office or until his or her earlier resignation, removal from office, failure to remain a Member in Good Standing, or death. Every Director must be an Owner or the spouse of an Owner. If an Owner is not a natural person, such Owner may nominate for election to the Board of Directors any shareholder, director, or officer of a corporation, a principal member of a limited liability company, partner, or employee of such Owner. If a Lot is owned by more than one Owner, only one (1) of those Owners may be elected or appointed to serve on the Board of Directors at any one time.

**Section 3. Change in Number of Directors.** A majority of the Members present in person or by proxy, or participating by means of Authorized Communications Equipment, or participating by means of Electronic Voting Technology during any Association meeting held for the purpose of election of Directors may approve a motion made prior to the election of Directors to increase or reduce the number of Directors to any odd number not less than three (3). The terms of each Board member shall be three (3) years and must be staggered so that at least one Board member's term shall expire each year. In the alternative, the Board may submit a written ballot to Owners to vote on the proposed increase or reduction in the number of Directors, in which case a majority of the Association's total voting power must affirmatively consent in approving the proposal. The approval of a motion or consent by written ballot to the proposal to change the number of Directors shall in no event act to decrease the length of the term of any Director whose term is not expiring as of the meeting date at which the motion is approved or the effective

date of the adoption of a resolution to that effect by written ballot. Unless modified by the Members in one of the manners specified in this Section 3, the Board shall consist of three (3) members duly elected or appointed in the manner prescribed by these Bylaws.

**Section 4. Nominations.** Nominations for the election of Directors may be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself. The nominating committee or Board shall make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and shall verify that each of its nominees satisfies all qualification requirements of Section 2 of Article IV of these Bylaws and agrees to be nominated.

The Board shall establish a deadline for making nominations for election to the Board and notice of such deadline shall be given to the Members not later than 20 calendar days before the annual meeting. Nominations for election to the Board may not be entertained from the floor at an annual meeting unless either (a) the Board or a nominating committee appointed by the Board shall have presented by the date of the notice of the annual meeting fewer than a sufficient number of nominees to fill all Board vacancies or (b) a nominated Member dies, withdraws his or her name from consideration, ceases to be a Member in Good Standing, or otherwise shall become ineligible to retain his or her status as a Member on or before the date of the annual meeting. Any Member may submit his or name to the nominating committee or the Board as a candidate, and the nominating committee or the Board must nominate such Member if that Member satisfies all the qualifications to be a Director as provided by Section 2 of Article IV of these Bylaws. Each nominee of the Board and each other nominee shall specify the seat for which he or she shall seek election if the vacancies to be filled include different terms of office, *e.g.*, where candidates will be elected simultaneously to fill a seat for a full term and a seat for the unexpired term of a Board member who resigned. If there are fewer nominees than vacancies by the date of the annual meeting, the Board or the nominating committee may nominate additional Member(s) for election..

Prior to sending the notice of a meeting at which Directors shall be elected, the Board or the nominating committee appointed by the Board shall establish deadlines for submitting nomination requests and for the deadline for receiving nominations. Other than qualifying nominations entertained from the floor during an annual meeting, nominations must be made and received within a reasonable time prior to the notice of any meeting where Directors are to be elected is given so that the voting information containing all the candidates' names and an information sheet, within size limitations determined by the Board, containing their biographical information and affirming their candidacies can be transmitted to the Members not later than the date meeting notices are dispatched.

The Board may adopt any additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this Section 4 nomination process.

**Section 5. Election of Directors.** If there are more nominees for election to the Board than vacancies, election to the Board shall be by secret ballot, submitted either in person, by proxy, by mail, and/or by Electronic Voting Technology, as determined by the Board pursuant to Section 3 of Article III of these Bylaws. The Association is not required to send ballots to the Members by any method if the number of nominees equals the number of vacancies to be filled, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting. Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots is maintained while also maintaining the integrity of the voting process to ensure each Member has exercised only his or her allotted vote once and so that a Member can confirm only that votes were cast by or on behalf of a particular Lot and not for whom such votes were cast. The ballots, whether electronic or written, shall list the number of open seats for Directors up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, denominated the "Ballot Envelope" into which the ballot shall be inserted before being sealed. The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope bearing the ballot, denominated the "Signature Envelope" and signed by the Member(s) casting such ballot and the Board shall use such Signature Envelope as a record of receipt of the ballot of the Member(s) casting it as well as to confirm existence of a quorum. If the Signature Envelope is not signed by a Member, the ballot accompanying it in the Ballot Envelope shall not be counted. A Ballot Envelope may not be accepted and processed unless it is delivered in a Signature Envelope duly signed by at least one (1) Member who is an Owner of the Lot on behalf of which such ballot is cast.

For the election of Directors, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The person(s) receiving the largest numbers of votes shall be elected to fill the respective terms for which they sought election. Unless the nominated candidates receiving the largest number of votes agree otherwise, ties, including those caused where the number of nominees equals the total number of vacancies to be filled among candidates seeking election to positions with different terms, shall be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting shall not be permitted.

The nominating committee (or if the Board fails to appoint a nominating committee, the Board itself, excluding any incumbent Directors who are running for re-election) is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiv-

ing and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting. If an election is conducted where all or a majority of the incumbent members of the Board are standing for election or re-election, the Board shall discharge the duties outlined in this paragraph, but shall assure that at least two (2) Members of the Association not nominated for election shall observe the process of discharging such duties.

The chair or moderator shall announce the election results at the meeting to be reflected in the meeting minutes and ensure that the Secretary shall report the election results to all Members not later than 15 days after the meeting.

**Section 6. Resignations and Vacancies.** Any Director may resign at any time by oral statement to the effect made at a Board meeting or by delivering a written notice to that effect to the Secretary, the Assistant Secretary (if any), or the President. Such resignation shall take effect immediately or at such other time as the resigning Director may specify. In the event of any vacancy on the Board of Directors, the remaining Directors, though less than a majority of the authorized number of Directors, may by a vote of a majority of their number appoint a qualifying Member to fill any vacancy for the unexpired term. Within 30 calendar days of the date such appointment shall have taken effect, the Secretary shall give the Members notice of the appointment of any such successor.

**Section 7. Board Meetings.**

(a) **Organizational Meeting.** Immediately after each annual meeting or special meeting held in lieu of an annual meeting at which a Director is elected, the newly elected Directors and those Directors whose terms hold over shall conduct an organizational meeting for the purpose of electing officers and transacting any other business. Notice of the organizational meeting need not be given.

(b) **Regular Meetings.** Regular Board meetings may be conducted at the times and places as is determined, from time to time, by a majority of the Board, but at least one (1) meeting shall be conducted per calendar quarter. Notice of each regular Board meeting shall be given in accordance with Section 5(e) of Article IV of these Bylaws. Unless the Board authorizes the attendance of Members at a meeting, no Member other than a Director may attend or participate in any discussion or deliberation during a meeting of the Board of Directors. Absent an invitation by the Board, Members of the Association do not have the right to address the Board of Directors or vote on any issue coming before the Board for its consideration. If the Board permits Members to attend meetings, nothing in these Bylaws requires that meetings be held in a place large enough to accommodate all of the Members.

Where they are permitted to attend a Board meeting, Members shall be granted the right to be heard only subject to rules established by the Board for its meetings generally or in respect of any individual meeting(s) or class(es) of meetings.

(c) **Special Meetings.** Special meetings of the Board may be held at any time, after notice in accordance with Section 5(e) of Article IV of these Bylaws, upon the call of the President or a majority of the other Directors.

(d) **Executive Sessions.** At any regular or special meeting of the Board, the Directors may, by majority vote, adjourn to an executive session for purposes of discussing and/or taking action on matters of confidentiality, including (but not limited to) personnel issues and/or discipline, opening contract bids and may solicitation, evaluation, and/or negotiation of any bid(s), pending litigation, matters protected under principles of attorney-client privilege, or enforcement or threatened enforcement of the Declaration, these Bylaws, or rules, policies, and/or procedures of the Association against any Member(s), any Owner(s), or any Occupant(s) of any Lot. Executive session minutes are not available for inspection and/or copying.

(e) **Notice of Meetings and Waiver of Notice.** Notice of the date, time, place, and purpose(s) of each Board meeting shall be given to each Director by or at the direction of the Secretary or by the person(s) calling the meeting. Such notice may be given in any manner or method as permitted by Ohio law, the Declaration, and these Bylaws and at such time as shall be calculated so that the Director receiving it may have a reasonable opportunity to attend the meeting. Such notice also shall, in all events, be deemed to have been proper if given to each Director at least 14 days prior to the meeting. The giving of notice is deemed to be waived by any Director who attends and participates in the meeting and may also be waived in writing or by electronic mail by any Director either before or after the meeting. A Director's attendance at a meeting of the Board shall constitute waiver of any alleged notice defect or insufficiency. Unless otherwise indicated in the Declaration, these Bylaws, or the notice for the meeting, any business may be transacted at any organizational, regular, or special meeting of the Board of Directors.

(f) **Types of Meetings.** Any Board meeting may be conducted in person or by any method of communication, including electronic or telephonic communication, as long as each Director can hear (or simultaneously read if in electronic format, *e.g.*, Internet chat room), participate in, and respond to every other Director in real time.

(g) **Voting Power of Board.** Each Director shall have one vote. The affirmative vote of a majority of the Directors on any matter at a duly called meeting

at which a quorum is present shall be sufficient to determine any matter. A Director voting “present” or abstaining from any measure shall not reduce the minimum number of votes required for adoption of such measure. In the event of a tie, the resolution, proposition, or other matter under consideration shall not have been adopted. A vote of “present” shall not be counted other than for the purpose of confirming that a quorum is present.

**(h) Quorum; Adjournment.** A majority of the Directors shall constitute a quorum for the transaction of business except when there are fewer than three (3) members available to fill a Board vacancy whereupon the attendance or participation of all remaining Board members shall constitute a quorum under such circumstances. 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.

**(i) Meeting Minutes.** The Secretary, the Assistant Secretary (if any), or such Board member as a majority of the Board members may be appoint in the absence of the Secretary or Assistant Secretary shall take minutes for all Board meetings subject to approval approved of the Board. Copies of all Board-approved minutes, except for those taken during executive sessions, shall be available for inspection by all Members, upon reasonable request, at the Association’s office or as kept by the Secretary.

**(j) Actions Without a Meeting.** In lieu of conducting a meeting, the Board may take action upon adoption of a resolution with the unanimous written consent of the Directors, in written or electronic form, including confirmations transmitted by electronic mail or similar mode of communication, and all such written consent resolutions shall be filed with the minutes of the Board meetings.

**Section 8. Removal of Directors.** The Board, by a majority vote, may remove any individual Board member and thereby create a vacancy on the Board, if:

- (a)** by order of court the Director has been found to be of unsound mind;
- (b)** the Director files for bankruptcy or has been adjudicated bankrupt;
- (c)** the Director is or has been convicted of a felony for theft or other theft related crime, including (by way of example and not by way of limitation) larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any theft related crime, any crime committed upon uttering, conveying, making, or otherwise engaging in or employing any false or misleading statement

at any time in the past, or is convicted of a felony for any other type of crime within the immediately preceding ten (10) years;

(d) the Director is no longer a Member in Good Standing as defined in Section 2 of Article IV of these Bylaws; or

(e) the Director fails to attend three (3) consecutive meetings of the Board or a total of four (4) Board meetings during a calendar year after having been given due notice of each such meeting.

In addition, at any Association meeting duly called at which a quorum is present, any one or more of the Directors may be removed with or without cause by the vote of Members entitled to exercise at least a majority of the Association's total voting power and the successor(s) to the Director(s) so removed by the Members may be elected at the same meeting for the unexpired term for each removed Board member. Any Director whose removal has been proposed shall have an opportunity to speak and be heard at the meeting of the Members called to consider and/or vote on any resolution proposing his or her removal.

**Section 9. Compensation and Conflicts of Interest.** While serving on the Board, a Director shall not receive any salary or compensation for his or her service as a Director. Any Director, however, may be reimbursed for his or her actual expenses incurred in the performance of his or her duties, as solely determined by the remaining Directors, and such costs shall be regarded as Common Expenses of the Association. If any Director, Director's spouse, immediate family member (defined as any parent, child, or sibling of the Director), employer, or company or other business interest, or any Occupant of a Lot owned by a Director seeks to be retained to furnish any goods to the Association and/or perform services for the Association for compensation, such Director must disclose the conflict of interest and must abstain from the Board's consideration and decision-making processes respecting such prospective business transaction(s). If a majority of the Directors have a financial interest in any particular matter, the Board must submit the matter for approval by a majority of the disinterested Members of the Association.

**Section 10. Powers and Duties.** Except as otherwise provided by law, the Declaration, or these Bylaws, the Board shall exercise all of the Association's powers and authorities. The Board is responsible for the maintenance, repair, and replacement of the Common Elements. In carrying out the purposes of the Association and subject to the limitations prescribed by law, the Articles of Incorporation of the Association, the Declaration, and/or these Bylaws, the Board, for and on behalf of the Association, may:

(a) exercise for the Association all powers, duties, and authorities vested

in, or delegated to, this Association pursuant to the Declaration, Articles of Incorporation, these Bylaws, and Chapter 5312 of the Ohio Revised Code unless expressly reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation of the Association, and/or the Declaration;

(b) take all actions deemed necessary or desirable to comply with all requirements in the Articles of Incorporation of the Association, the Declaration, these Bylaws, and/or the law;

(c) enforce the covenants and restrictions set forth in the Declaration and/or these Bylaws;

(d) repair, maintain, and replace the Common Elements and improvements thereon and portions of the Property and/or any Lot(s) and/or Dwelling(s) in a manner consistent with the limits of such authority prescribed by Chapter 5312 of the Ohio Revised Code, the Declaration, and/or these Bylaws;

(e) establish, enforce, levy, and collect Assessments subject to the provisions of the Declaration and these Bylaws;

(f) adopt and promulgate such rules, policies, and procedures as the Board deems advisable for the maintenance, conservation, and beautification of the Common Elements, and/or for the health, comfort, safety, and general welfare of the Owners and Occupants of Lots, and/or to govern the operation and use of Common Elements, and/or to establish a procedure for levying and collecting reasonable enforcement assessments for any infractions of the rules, policies, and procedures of the Association, these Bylaws, and/or the Declaration, *provided*, however, that in the event any rule(s) adopted by the Board shall conflict with any provisions of the Declaration or these Bylaws, the provision(s) of the Declaration and these Bylaws shall govern to the extent such rule cannot otherwise be interpreted, applied, and/or enforced in harmony with the Declaration and/or these Bylaws;

(g) purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, encumber, exchange, transfer, and dispose of any personal property as the Board from time to time may reasonably determine to be in the Association's best interests;

(h) with the approval of a majority vote of the Association's total voting power, purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, encumber, exchange, transfer, and dispose of such real property as the Board

from time to time may reasonably determine to be in the Association's best interests;

(i) establish, in the Board's sole determination, standards, and/or procedures for the automatic suspension of the voting rights of an Owner(s) and/or right of any Owner(s) and/or occupant(s) of any Lot to use amenities during any period in which such Owner(s) may be in default upon having fallen more than 30 days delinquent in the payment of any Assessment levied by the Association, *provided*, however, that no such delinquency shall entitle the Board to suspend the right or privilege of any delinquent Member(s) to participate in any meeting at which a possible amendment of these Bylaws is considered or to vote on any such proposed amendment(s);

(j) adopt, amend, administer, and enforce policies, procedures, and/or rules that regulate the collection of all amounts as may become due and payable to the Association, assess reasonable administrative fees and interest terms on account of late payment of any Assessment(s) or other amount payable to the Association, pursue remedies against delinquent Members and Owners in exercising all rights and privileges of the Association in collecting amounts payable to the Association, and govern the application and allocation of payments of delinquent assessments;

(k) impose reasonable charges to the Owner(s) for preparing, recording, or copying of the Declaration, these Bylaws or amendments, or meeting minutes as well as reasonable charges for the handling of re-financing and/or resale certificates, documentation, and/or statements of unpaid Assessments;

(l) enter into one or more management agreements in order to facilitate the efficient operation of the Property;

(m) hire and dismiss managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines necessary or desirable in the management and/or operation of the Common Elements and the Association;

(n) make contracts;

(o) grant and accept easements, leases, licenses, and concessions through or over the Common Elements;

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

(q) impose interest and administrative late fees for the late payment of Assessments, impose returned check charges, and (pursuant to the requirements of the Declaration and Ohio law) impose reasonable enforcement assessments for violations of the Declaration, these Bylaws, and the rules, policies, and/or procedures of the Association as well as reasonable charges for damage to the Common Elements or other property;

(r) establish such operating, escrow, reserve, and other accounts in the Association's name as the Board may deem appropriate from time to time and as may be consistent with generally accepted accounting practices;

(s) with the approval of a majority vote of the Association's total voting power, borrow money, assign (without limitation) the Association's right to future income (including, without limitation, the right to receive Assessments and insurance proceeds), and issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents, *provided*, however that any such borrowing shall be limited to the purpose of acquiring funds to be used for the management, insurance, maintenance, repair, and/or replacement of the Common Elements, and/or for the capital additions, alterations, improvements, or satisfaction of such debts, liabilities, or other costs as may be approved by the Owners in accordance with the Declaration;

(t) commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding prosecuted in the name of, or threatened against, the Association, the Board, the Directors, the Property, or any such threatened or asserted action or proceeding that involves two (2) or more Owners and relates to matters affecting the Property and/or Common Elements;

(u) pay the taxes and assessments levied against any part of the Property owned by the Association;

(v) invest excess funds in investments that meet the standards for fiduciary investments under Ohio law; and

(w) procure and maintain insurance as required by law, the Declaration, these Bylaws, or as the Board deems advisable.

**Section 11. Fidelity Insurance/Bonds.** All Directors, officers, employees, and managing agents handling or responsible for Association funds must furnish or otherwise be covered by reasonable fidelity bonds or one or more forms of insurance covering acts of dishonesty or theft. The Association shall pay the premiums on such bonds and insurance as a Common Expense. The Board shall determine the appropriate amount of the bond and insurance taking into account the cost, the maximum amount of funds held by the Association during the fiscal year, and the amount of income the Association receives or expects to receive during any given fiscal year.

**Section 12. Committees.** The Board may, by resolution, provide for such executive, standing, or special committees as it may deem desirable and may disband or suspend the operations of any such committee at its discretion. Each committee shall consist of not less than three (3) members (at least one of whom must be a Director) discharging such powers and performing such duties, not inconsistent with law, as the Board shall have delegated. Each committee shall keep full records and accounts of its proceedings and transactions, including minutes of its meetings. All action(s) by any committee shall be reported to the Board at its meeting immediately succeeding such action(s) and shall be subject to the Board's control, revision, and alteration, *provided*, however, that no rights of third persons shall be prejudiced. Each committee shall fix its own rules of procedure and shall meet as provided by those rules or by Board direction and also shall meet at the call of the President of the Association, the chair of the committee, or of any two committee members. Unless otherwise provided by rules or by resolutions, the provisions of Section 6(e) of Article IV of these Bylaws relating to the notice requirements for special meetings of the Board of Directors also will apply to meetings of each committee. A majority of committee members shall constitute a quorum. The Board may add any person to a committee and remove any committee member as the Board so determines. The Board may fill vacancies in any committee.

## ARTICLE V

### OFFICERS

**Section 1. General Provisions.** The Board shall elect a President, Vice President, Secretary, , and Treasurer of the Association, and may elect an Assistant Secretary and/or an Assistant Treasurer, each of whom must also be a Director. The Board from time to time also may create other offices and appoint other officers and assistant officers as in its judgment may be necessary, *provided*, however, that such appointees must be Members of the Association, but need not be members of the Board. The President may serve also as Treasurer or the Assistant Treasurer of the Association. The Vice President may serve also as the Secretary, the Assistant Secretary, the Treasurer, or the Assistant

Treasurer of the Association. The Secretary may serve also as the Treasurer or the Assistant Treasurer of the Association. The Treasurer may serve also as the Secretary or the Assistant Secretary of the Association. No officer elected by the Board may discharge the duties of more than two (2) offices, but no officer may execute, acknowledge, or verify any single instrument in more than one capacity.

**Section 2. Term of Office.** Unless sooner removed by a resolution of the Board, the officers of the Association shall hold office at the pleasure of the Board until the organizational meeting of the Board immediately following the date of their election and shall continue to serve until their successors are chosen and qualified. The Board may remove any officer at any time, with or without cause, by a majority vote. A vacancy in any office, however created, shall be filled by the Board.

**Section 3. No Compensation of Officers.** Officers of the Association shall not receive compensation for their services.

**Section 4. Officer Duties.**

(a) **President.** The President is the Association's chief executive officer and shall exercise general executive supervision over the Association's business and affairs and over its several officers, subject, however, to the Board's control. The President shall preside at all Association and Board meetings, which power the President may assign or delegate as the he or she may elect. The President may execute all authorized deeds, contracts, and other obligations of the Association and has all the powers and duties prescribed by Chapter 5312, other laws or ordinances, and any other powers and duties provided by the Board. The President has the authority to discharge and shall perform such other duties as the Board may from time to time assign to the President or as otherwise may be provided in the Declaration or in these Bylaws.

(b) **Vice President.** The Vice President shall perform the duties conferred upon the Vice President by these Bylaws or as may be assigned by the Board or the President. At the request of the President, or in the event of the President's absence or disability, the Vice President shall perform all the duties of the President as Acting President and when performing such duties he or she shall have all the powers and authorities of the President. Upon the death, resignation, removal, or disqualification of the President, the Vice President shall discharge the duties of the President as Acting President until the Board shall have convened to determine who shall hold such office. Upon the death, resignation, removal, or disqualification of the Vice President, the Board shall convene to select a successor to discharge the duties of such office.

(c) **Secretary and Assistant Secretary.** The Secretary shall keep minutes of all the proceedings of the members of the Association and of the Board and shall make proper record of all proceedings, each of which shall be attested by the Secretary. The Secretary also shall have the authority to execute all deeds, contracts, and other obligations of the Association requiring the Secretary's signature, shall keep the minute books, other official records of the Association, and other records and instruments as may be required by the Board, and shall perform any other duties as may from time to time be assigned by the Board. In the event of the absence or disability of the Secretary, the Assistant Secretary, if one shall have been elected by the Board, shall discharge all duties outlined in this Section 4(c). Upon the death, resignation, removal, or disqualification of the Secretary, the Assistant Secretary shall succeed forthwith to the office of Secretary and the Board thereupon may fill the consequent vacancy in the office of Assistant Secretary, but if no Assistant Secretary shall have been elected or such office is vacant, the Board shall convene forthwith to select a successor to discharge the duties of Secretary.

(d) **Treasurer and Assistant Treasurer.** The Treasurer has general supervision of all finances and shall receive and have charge of all money, bills, notes, documents, and similar property belonging to the Association. The Treasurer also shall supervise and have charge of the same as the Board may from time to time require. The Treasurer shall 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 by law or by resolution of the Board, and shall hold all such items open for the inspection and examination of the Board and the Members. The Treasurer furthermore shall perform other duties as from time to time may be assigned by the Board. In the event of the absence or disability of the Treasurer, the Assistant Treasurer, if one shall have been elected by the Board, shall discharge all duties outlined in this Section 4(d). Upon the death, resignation, removal, or disqualification of the Treasurer, the Assistant Treasurer shall succeed forthwith to the office of Treasurer and the Board thereupon may fill the consequent vacancy in the office of Assistant Treasurer, but if no Assistant Treasurer shall have been elected or such office is vacant, the Board shall convene forthwith to select a successor to discharge the duties of Treasurer.

**Section 5. Assistant and Subordinate Officers.** The Board may appoint such assistant and subordinate officers as it may deem desirable. Each officer shall hold office as the Board so determines and shall perform such duties as the Board may prescribe.

**Section 6. Delegation of Authority and Duties; Control of Officers.** Subject to the general provisions of Section 1 of Article V of these Bylaws, in the absence or disability of any officer of the Association, or for any other reason the Board may deem sufficient, the Board may delegate the powers or duties, or any of them, of the officers, to any other officer or to any Director or to the managing agent, if any, on such terms and conditions as the Board may establish in its discretion. In addition, the Board is authorized generally to control the actions of each such delegate and to require the performance of duties in addition to those outlined or referenced in this Section 6.

## ARTICLE VI

### INDEMNIFICATION

**Section 1. Indemnification and Defense of Directors, Officers, and Committee Members.** The Association must indemnify and defend (as provided below) (1) any current or former Director of the Association, (2) any current or former officer of the Association, (3) any current or former committee member of the Association, or (4) any of respective heirs, executors, and administrators of any such current or former Director, officer, or committee member against reasonable expenses, including (without limitation) 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, threatened, or asserted action, suit, or proceeding, criminal or civil, direct, derivative, or third party, to which he, she, or it is or may be made a party by reason of being or having been a Director, officer, or committee member of the Association, *provided*, however, it is determined, in the manner set forth below, that (i) the Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of willful misconduct in the performance of his or her duty to the Association, (ii) the Director, officer, or committee member acted in good faith in what he or she reasonably believed to be in, or not opposed to, the Association's best interest, (iii) in any criminal action, suit, or proceeding, the Director, officer, or committee member had no reasonable cause to believe that his or her conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any the theft related crime relating to or implicating any property interests of the Association, or any crime committed upon uttering, conveying, making, or otherwise engaging in or employing any false or misleading statement, and (iv) in case of settlement, the amount paid in the settlement was reasonable. Such determination shall be confirmed by a written opinion of 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, he or she must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in

such successful defense. Any defense the Association provides to such Director, officer, or committee member shall be by legal counsel selected by or with the approval of the Association's insurance carrier or, if not selected by the Association's insurance carrier, legal counsel selected by a majority of the Board members excluding the accused or threatened Director(s). If a majority of the Board's members cannot agree on legal counsel or if all the Directors are accused or threatened in any the action for which indemnification and defense is sought under this Section 1, the Board shall appoint a special committee of three (3) Owners to select legal counsel to defend the Directors.

(a) **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 the amounts.

(b) **Cost of Indemnification.** Any sum paid or advanced by the Association under this Section 1 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 Section 1, *provided*, however, that the liability of any Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of the Director, officer, or committee member is limited to the proportion of the total liability as said Owner's *pro rata* share bears to the aggregate interests of all the Owners as Members of the Association.

**Section 2. Indemnification Not Exclusive; Insurance.** The indemnification provided for Section 1, above, is not exclusive, but rather 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, policies, and/or procedures of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code 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 or incurred by them or any of them in their respective capacities or arising out of their respective representative capacities as Director, officer, or committee member of the Association.

**Section 3. Directors, Officers, and Committee Members' Liability.** The Directors, officers, and committee members of the Association are not personally liable to the Members or any individual Owner(s) for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The indemnification and defense duties of the Association, Members, and any individual Owner(s) under this Article VI includes (but is not limited to) all contractual liabilities to third parties arising out of

contracts or other agreements made on the Association's behalf except with respect to any 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 executed and concluded only in the capacity of a Director, officer, or committee member as a representative of the Association and none of those individuals shall have personal liability under any such contract or agreement (except as such liability may attend each such individual as an Owner).

## ARTICLE VII

### GENERAL POWERS OF THE ASSOCIATION

**Section 1. Payments as Common Expenses.** The Association through its Board of Directors, for the benefit of all the Owners, shall acquire on behalf of the Association and shall pay for, out of the Association's funds, all Common Expenses arising with respect to, or in connection with, the Property. In addition to the provisions of the Declaration and these Bylaws, the Association's expenses may include the following:

(a) **Utilities and Related Facilities.** The cost of water, waste removal, power, or any other necessary utility service, if any, for the Property that are not separately metered or otherwise directly charged to individual Owners.

(b) **Property Insurance.** Premiums upon any policy or policies of fire insurance, with extended coverage, vandalism, and malicious mischief endorsements, covering the Common Elements and excluding the Lots, the limits of which shall be reviewed annually.

(c) **Liability Insurance.** Premiums upon any policy insuring the Association, the Board members, the manager or managing agent of the Association, and the Owners and Occupants against any liability to the public or to the Owners, their tenants, invitees, and licensees, incident to the use of the Common Elements as provided in the Declaration, the limits of which shall be reviewed annually.

(d) **Other Insurance.** Premiums for other insurance, including (without limitation) fidelity bonds or insurance, secured 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 or firm employed by the Association, including (without limitation) the services of a person or firm to act as a manager or managing agent for the Property, the services of any person(s) required for the maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement or interpretation of the Articles of Incorporation, the Declaration, these Bylaws, and the rules, policies, and/or procedures of the Association, and for the organization, operation, and enforcement of the rights and privileges of the Association.

**(g) Reasonable Care of Common Elements.** The cost of reasonable, maintenance, repair, and replacements of the Common Elements for which the Association is responsible as provided in the Declaration and for the cost of such furnishings and equipment for the portions of the Common Elements as the Board determines are reasonably necessary and proper for maintenance, repair, and replacement, and the Board, on behalf of the Association, shall have the exclusive right and duty to acquire such furnishings and equipment for those portions of the Common Elements.

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

**Section 2. No Active Business to be Conducted for Profit.** No part of these Bylaws shall be construed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of all the Owners or any of them or any combination of them, but this limitation shall not preclude the Association from entering into contracts, licenses, and/or concession agreements affecting parts or uses of the Common Elements that may result in the realization of income for the Association.

**Section 3. Acquisition, Lease, Sale, or Exchange of Real Property.** Whenever the Board determines to acquire, lease, sell, or exchange real property or any interest, other than any interest in any Lot, the Board shall submit the acquisition, lease, or exchange to a vote of the Members, and, upon the affirmative vote of a majority of the voting power of the Association present in person or by proxy at an annual meeting or a special meeting duly held for such purpose, the Board may proceed with the proposed acquisition,

lease, sale, or exchange, in the name of the Association and on behalf of all Owners, and the costs and expenses incident thereto shall constitute part of the Common Expenses.

**Section 4. Utility Contracts.** The Board, on the Association's behalf and the on behalf of 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 as the Board determines to be in the best interests of the Association and/or Owners as a whole, whether or not such services are included and/or paid for as a Common Expense and irrespective of whether charges for such services shall be paid directly by the Owners.

**Section 5. Applicable Laws.** The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to the Property subjected to a declaration of covenants and restrictions. In the event of any conflict or inconsistency between the provisions of the Declaration and these Bylaws, the terms and provisions of the Declaration shall prevail and the Owners and all persons claiming under them covenant to vote in favor of the amendments to these Bylaws to remove all such conflicts or inconsistencies.

## ARTICLE VIII

### ASSESSMENTS

**Section 1. Determination of Assessments.** The Board shall fix and determine from time to time the sum(s) necessary and adequate to cover the Common Expenses and reserves. Common Expenses shall include expenses for the operation, maintenance, repair, and/or replacement of the Common Elements, and the other parts of the Property as provided in the Declaration and these Bylaws, acts associated with carrying out of the Association's powers and duties, the items enumerated in Article VII of these Bylaws, and any other expenses designated from time to time by the Board as Common Expenses. The Board is specifically empowered on behalf of the Association to fix the annual operating budgets and collect Assessments and to maintain, repair, and replace the Common Elements. Funds for the payment of Common Expenses shall be assessed against the Owners in such manners and proportions as the Board of Directors shall determine from time to time and all such Assessments shall be payable as provided in the Declaration and these Bylaws. Special Assessments, if any, as required by the Board, shall be levied and paid in the manner as directed by the Board. Unless the Board notifies the Owners by the first day of January of any given year of an increase or decrease in the Assessments for Common Expenses as compared with the previous year, the Board shall collect from the Owners the same amount in Annual Assessments for Common Expenses as were determined by the Board for such previous year.

**Section 2. Notice and Payment of Assessments.**

(a) Within 30 days after the Board has determined the amount of any Assessment, a notice of the Assessment shall be mailed or presented to each of the affected Owners. All Assessments shall be payable to the Association, and, upon request, the Secretary or Treasurer shall give a receipt for each payment made. If any Owner(s) shall hold title to a fraction of an adjacent Lot and such fractional Lot is used to maintain a Dwelling on or straddling such adjacent Lot, all property located within the combined boundaries of such Lots shall be assessed by the Association as a single Lot in the same fashion as all other standard Lots are assessed.

(b) It shall be the duty of each Owner to pay his, her, or its proportionate share of the Common Expenses as assessed against the Owners. Payment of Assessments shall be made in the amounts and at the times as may be determined by the Board. No Owner may waive or otherwise be exempt from liability for Assessments, including, by way of illustration and not limitation, for reason of a purported non-use of the Common Elements or any attempted withdrawal from the Association. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off may 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 under the Declaration or these Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are required or permitted under the Declaration, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, or upon the Board's exercise of its powers or duties under the Declaration or these Bylaws, or for any other cause whatsoever.

**Section 3. Preparation of Budget, Assessments.** The Board shall prepare a budget based on its good faith estimate of the total amount (the "estimated cash requirement") that will be required during the ensuing calendar year to pay the Common Expenses, including a reasonable reserve to be made for contingencies and replacements. The aggregate amount of the estimated cash requirement shall be levied as an Assessment against the Lots and shall be payable by the Owners, with each share of Assessment against each Owner to serve as his, her, or its proportionate share. The Assessment shall be due and payable by each Owner on or before the last day of January of each calendar year or by such other later due date as the Board may specify from time to time upon written notice. If, at any time, the Board determines that the Association has collected a surplus at the end of any fiscal year, such excess amount shall be applied and credited to an account for establishment of reserves

for contingencies and replacements or may be allocated in such other manner as the Board may designate in accordance with the Declaration and these Bylaws.

**Section 4. Capital Additions, Alterations, and Improvements.** Notwithstanding any other provision(s) of these Bylaws or of the Declaration authorizing expenditures, no single expenditure exceeding 20 percent (20%) of any single year's estimated budget, as determined in accordance with Section 3 of Article IX of these Bylaws, shall be made by the Association for any additions or improvements (as distinguished from maintenance, repair, or replacement) of the Common Elements without the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy at an Association annual meeting or special meeting duly held for such purpose. If such approval is given, the Board shall proceed with making the additions, alterations, or improvements and shall assess all Owners for such costs as part of the Common Expenses. The limitations on expenditures by the Association contained in this Section 4 shall not apply to repair of the Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Property, for the safety of persons, to maintain compliance with any applicable local, state, or federal codes, ordinances, laws, rules or regulations, or to avoid suspension of any necessary services.

**Section 5. Reserve for Contingencies and Replacements.** The Board shall establish, accumulate, and maintain for the Association a reasonable capital reserve for contingencies and replacements and for the maintenance, repair, and replacement of the Association's major capital items, as determined by the Board in the exercise of its business judgment and discretion. Upon the sale of a Lot by any Owner, such Owner shall have no right to any portion of the funds in the reserve account nor will any Owner have any claim against the Association with respect to any portion of the Association's reserve account(s).

**Section 6. Failure to Prepare Annual Budget or Make Current Assessments.** Notwithstanding the other provisions of this Article VIII, in the absence of any annual estimated cash requirement of Common Expenses, including required reserves, or of any budget or Assessments based thereon, the Owners shall continue to pay the Assessments at the existing rate established for each Owner then in effect, until the first maintenance payment shall become due in respect to a new Assessment covering the current period duly made by the Board.

**Section 7. Books and Records.** The Association shall keep a satisfactory and accurate books and records of account that specify the receipts and expenditures relating to the Property and the Association as well as other common receipts and expense records showing the allocation, distribution, and collection of the profits, losses, and expenses among and from the Owners, the minutes of Association and Board meetings, and records of names and addresses of the Owners (the "Association's Records"). The Board may adopt rules establishing

reasonable standards for the examination and copying of the Association's Records, including (without limitation) standards and limitations governing the type of documents that are subject to examination and/or copying, limitations on the use and distribution of the records, the times and locations at which the documents may be examined or copied, and a reasonable fee for the examination and/or copying of the documents. In the absence of any rule, any Owner, or his or her mortgagee, or by any representative of an Owner duly authorized, in writing, may, for reasonable purposes, during normal business hours and following a reasonable prior written request to the Board, examine or copy the Association's Records, subject to a reasonable fee. Within 15 days of a written request to the Board, and upon payment of a reasonable fee, any Owner shall be furnished a statement of his, her, or its account setting forth the amount of any unpaid Assessments and other charges due and owing from the Owner.

**Section 8. Status of Funds Collected by Association.** All funds collected shall be held and expended solely for the purposes designated herein and in the Declaration, and, except for the Special 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, shall be 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, as determined by the Board. All Assessment payments by an Owner shall be applied in accordance with any resolution(s) of the Board or rules, policies, or procedures of the Association respecting allocations and use of such Assessments, all as further provided in these Bylaws and in the Declaration.

**Section 9. Annual Review.** The Association's books shall be reviewed once a year by the Board and the review shall be completed prior to the end of the second calendar quarter of such year. A review of the books may be made by a certified public accountant, at the Association's expense, if ordered by a majority of the members of the Board of Directors or if ordered upon a resolution adopted by a vote of not less than 75 percent (75%) of the voting power of the Association at an annual meeting or a special meeting called for such purpose. In the Board's discretion, in making provisions for such a review, the volunteered services of a certified public accountant may be accepted in lieu of retaining the services of such a professional for a fee.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**Section 1. Copies of Notices to Mortgagees.** Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against recorded in the chain of title to any Lot shall be given a copy of any and all notices permitted or required by the

Declaration or these Bylaws or be given to the Owner(s) of any Lot subject to such mortgage or trust deed. Any mortgagee holding a security interest in any Lot may from time to time request in writing that the Board furnish a written statement setting forth any and all unpaid Assessments due and payable by its mortgagor(s) with respect to the Lot subject to the mortgagee's mortgage lien and the Board shall undertake reasonable efforts to honor such request within 20 days of receipt of the mortgagee's written request.

**Section 2. Service of Notices on Devisees and Personal Representatives.** Notices required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by regular mail to the party at his address appearing on the records of the court where the estate of the deceased Owner is being administered.

**Section 3. 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 covenants, restrictions, conditions, obligations, or provisions irrespective of the number of violations or breaches.

**Section 4. Agreements Binding.** All agreements and determinations lawfully made by the Association, through the Board, in accordance with procedures established in the Declaration and these Bylaws are binding on all Owners and their respective successors, heirs, and assigns.

**Section 5. Severability.** The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part, shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

**Section 6. Construction.** Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter form of the pronoun, singular or plural, as the context so requires.

**Section 7. Headings.** The headings used in these Bylaws are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text.

**Section 8. Interpretation.** These Bylaws shall be construed according to the fair meaning of the language used and not strictly construed against the Association, the Board, or any Owner.

**Section 9. Scrivener Errors.** The Board shall have the power to make corrections or changes in these Bylaws that arise due to typographical mistakes or scrivener errors. Said changes may be made by the Board despite the fact it may not otherwise have

express power under the Declaration or these Bylaws to do so absent formal amendment, but such authority shall be exercised only if said changes do not materially affect the rights or interests of anyone else or impose obligations not otherwise established or assumed by operation the Declaration or these Bylaws. The Board shall have the power to initiate or reverse any correction made or to be made under this Section 9 by resolution or, as appropriate, by amendment under Section 10, below.

**Section 10. Amendments.** These Bylaws may be amended by (a) an affirmative vote of a majority of the Lots exercised at an annual meeting or a special meeting of the Members called for such purpose or (b) by a resolution adopted by the written consent of Members representing Owners of not less than two-thirds of the Lots. Upon the adoption of any amendment under this Section 10, the President and Secretary shall file with the Recorder's Division of the Summit County Fiscal Office an instrument executed with the same formalities as followed in recording these Bylaws, containing the amendment being as approved, the volume and pages (or document reference number) of the original being amended, and a certification that the amendment was duly adopted in accordance with all required provisions, and the Secretary thereupon shall give notice of each approved amendment to the Owner(s) of each Lot.

DRAFT 6 (03/22/2020)