

HIDDEN LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.  
BYLAWS

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HIDDEN LAKE ESTATES SUBDIVISION, PHASE 3 RECORDED AT INSTRUMENT NO. 55104495 OF THE SUMMIT COUNTY RECORDS

THIS WILL CERTIFY THAT A COPY OF THESE BYLAWS OF HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 4/17/14

BY: KRISTEN M. SCALISE CPA, CFE  
FISCAL OFFICER

By: Katie Mancino  
Katie Mancino



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**HIDDEN LAKE ESTATES**  
**HOMEOWNERS ASSOCIATION, INC.**  
**BYLAWS**

WHEREAS, on or about September 28, 2004, Hidden Lake II, LLC., an Ohio limited liability company ("Developer"), recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Hidden Lake Estates Subdivision, Phase 3 (the "Declaration") at Summit County Records Instrument No. 55104495, and

WHEREAS, the Declaration subjected the real estate described in Section A of the Declaration's Preamble (the "Property") to the covenants, easements and restrictions contained in the Declaration; and

WHEREAS, the Hidden Lake Estates Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Hidden Lake Estates and as such is the representative of all Owners, and

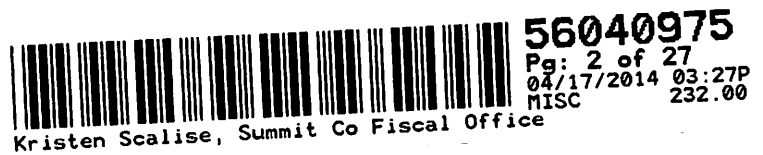
WHEREAS, Ohio Revised Code Section 1702.10 authorizes Bylaws to be drafted, voted on, and adopted by a majority of the Owners at a meeting, and

WHEREAS, a meeting of the Association's Owners was held on or about February 12, 2014, and, at such meeting and any adjournment thereof, Owners representing at least 50% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matter to be modified (the "Amendment"), and

WHEREAS, the Association has in its records the signed, written consents to the Amendment signed by Owners representing 54.83% of the Association's voting power, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 54.83% of the Association's voting power authorizing the Association's officers to execute the Amendment on their behalf, and

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



NOW THEREFORE, the Hidden Lake Estates Homeowners Association, Inc. Bylaws are hereby amended by the following:

ADOPT BYLAWS PAGES 1 through 19 as distributed to the Owners at the Association meeting as attached hereto as if fully re-written hereon.

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

The said Hidden Lake Estates Homeowners Association, Inc. has caused the execution of this instrument this 7 day of April, 2014.

HIDDEN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

By: John Skipper  
JOHN SKIPPER, its President

By: BEN NEAL  
BEN NEAL, its Secretary

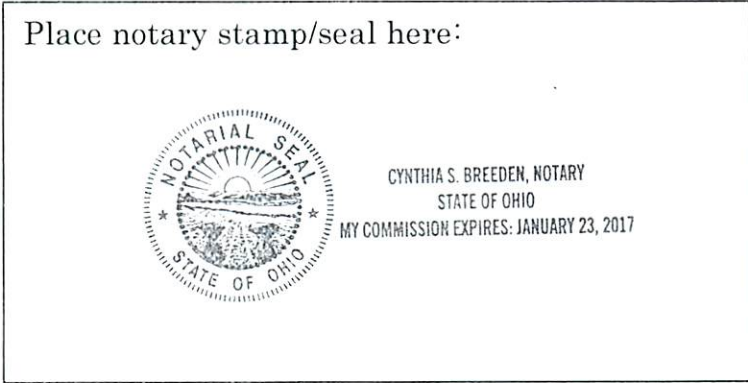
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STATE OF OHIO )  
 )  
COUNTY OF Summit ) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Hidden Lake Estates Homeowners Association, Inc., by its President and 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 Akron, Ohio, this 7<sup>th</sup> day of April, 2014.

Cynthia S. Breeden  
NOTARY PUBLIC



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



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HOMEOWNERS ASSOCIATION, INC.  
BYLAWS**

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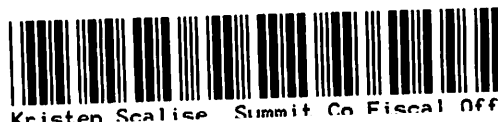
The following Bylaws are adopted pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements of Hidden Lake Estates Subdivision, Phase 3 filed with the Summit County Fiscal Office at Instrument Number 55104495 (the "Declaration") to provide for the establishment of the Hidden Lake Estates Homeowners Association, Inc. and for the government of the Property as provided for in the Declaration and these Bylaws. All present or future Owners, Occupants, tenants or their employees, or any other person who might use the Property facilities in any manner, is subject to the covenants, provisions, and regulations contained in the Declaration and these Bylaws and to any Rules subsequently adopted by the Association or the Board of Directors. The mere acquisition or rental of any of the Lots/Living Unit, or the mere act of occupancy of any of the Lot/Living Unit located within the Property will constitute acceptance and ratification of these Bylaws.

**ARTICLE I**  
**THE ASSOCIATION**

**Section 1. Name and Nature of Association.** The name of the Association is "Hidden Lake Estates Homeowners Association, Inc." an Ohio nonprofit corporation, created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio (the "Association").

**Section 2. Membership.** Each Owner, upon acquisition of title to a Lot will automatically become a member of the Association. Such membership will terminate upon the sale or other disposition by such Owner of his/her Lot, at which time the new Owner of such Lot will automatically become a member of the Association.

**Section 3. Voting Rights.** Subject to Declaration Article X, Section 10.1 and Bylaws Article II, Section 12(1) below, there will be one vote for each of the Lots comprising the Property. If more than one person owns a Lot, they are entitled to collectively cast only one vote exercising the voting power of such Lot as such voting power may not be divided among plural owners. In the case of the Lot owned or held in the name of a corporation, partnership, fiduciary or nominee, a



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Certificate signed by the Owner(s) must be filed with the Secretary naming the person authorized to cast votes for such Lot, which Certificate will be conclusive until a subsequent substitute Certificate is filed with the Secretary. If such Certificate is not on file, the vote of such corporation, partnership, fiduciary, or nominee will not be considered. If a Lot 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 such Lot, and either person, but not both, may vote in person or by proxy at any Association meeting, unless prior to such meeting either person has notified the Secretary in writing that there is a disagreement as to who will represent their Lot at the meeting, in which case the Certificate requirement set forth above will apply and, if no Certificate is filed with respect to such Lot and they are unable to agree upon their ballot on any subject at any meeting, they will lose their right to vote on such subject(s).

**Section 4. Meetings of Members.**

(a) **Annual Meeting.** The Association's Annual Meeting will be held for the election of the members to the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting. The Annual Meeting will be held in Summit County, Ohio, during the first quarter of each year on a date and at an hour and location as determined by the Board of Directors (the "Board") then in office.

(b) **Special Meetings.** Special meetings may be called by the President, by a majority of the Board or upon written request of Owners entitled to exercise at least a majority of the Association's total voting power. Upon request in writing delivered either in person or by certified mail to the President or the Secretary by any person(s) entitled to call a meeting of the members, such officer will cause to be given to the Owners entitled to notice of a meeting in accordance with Section 4(e) below. If such notice is not given within 30 calendar days after the delivery or mailing of such request, the person(s) requesting the meeting may fix the time of the meeting and give notice of such meeting. No business other than that specified in the notice will be considered at any special meeting.

(c) **Quorum and Adjournment.** Except as may be otherwise provided by law, at any Association meeting, the Owners in attendance by person or by proxy will constitute a quorum. The Owners entitled to

exercise a majority of the voting power represented at a meeting of members, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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

(e) Notice of Meetings. Not less than 7 calendar days before the day fixed for an Association meeting, written notice stating the time, place, and purpose of such meeting will be given by or at the direction of the Secretary or any other person(s) required or permitted by these Bylaws to give such notice. Such notice will be given by hand-delivery or sent by regular U.S. mail, first-class postage prepaid to each Association member who is an Owner of record as of the day preceding the day on which notice is given. If mailed, the notice must be addressed to the Owners at their respective addresses as they appear on the Association's records. Notice of the time, place, and purpose(s) of any meeting of the Owners may be waived in writing, either before or after the holding of such meeting, by any Owner(s), which writing must be filed with or entered upon the records of the meeting. The attendance of any Owner at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice will be deemed to be a waiver by the Owner of notice of such meeting.

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

- (i) Calling of meeting to order;
- (ii) Proof of notice of meeting or waiver of notice;
- (iii) Approval of minutes of preceding meeting;
- (iv) Reports of Officers;
- (v) Reports of Committees;
- (vi) Election of Inspectors of Election;
- (vii) Election of Directors;
- (viii) Unfinished and/or old business;
- (ix) New Business; and
- (x) Adjournment.

(g) Minutes of the Meetings. Minutes will be taken at all Association meetings at which a quorum is present. Copies of the approved minutes must be available for inspection by Owners upon reasonable request, at the Association office or as kept by the Secretary.

(h) Actions Without a Meeting. All actions, except removal of a Director, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, in writing(s), signed by Owners having the percentage of voting power required to take such action as if the same had been taken at a meeting. Such writing must be filed with the Secretary.

## ARTICLE II BOARD OF DIRECTORS

Section 1. Number and Qualifications. The Board of Directors will consist of 5 persons, all of whom must be Owners or the spouse of an Owner and occupants of a Living Unit, except in the case of a Lot held by a corporation, partnership, limited liability company, trust, fiduciary, or nominee, the designated representative of such Lot will be eligible to serve as a Director. All candidates for the Board must be in good standing with the Association at the time of the Annual Meeting or special meeting held for the election of Directors. "Good standing" requires that the member not be more than 30 days delinquent

in the payment of any fees and/or Assessments owed to the Association. If a Director ceases to meet such good standing qualifications during his/her term, he/she will cease to be a Director and his/her place on the Board will be deemed vacant. No single Lot may be represented on the Board by more than one Director.

**Section 2. Election of Directors.** Except as otherwise provided in these Bylaws, Directors are to be elected at each Annual Meeting or at a special meeting called for such purpose. At a meeting of members at which Directors are to be elected, only persons nominated as candidates will be eligible for election as Directors and the candidates receiving the greatest number of votes will be elected. Prior to the vote, each candidate may send in a written statement or give a short statement on any qualifications or experience in serving in a similar position, and goals the candidate may have for the Association. Each member may vote for as many candidates as there are vacancies in the Board, however, cumulative voting is prohibited.

**Section 3. Term of Office and Resignation.** Except as otherwise provided, each Director will be a Board member and officer until the expiration of his/her designated term and until his/her successor is elected, or until his/her earlier resignation, removal from the Board and/or office, ceases to be a member in good standing, or death. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary, such resignation to take effect immediately or at such other time as the Director may specify. The remaining Directors, though less than a majority of the authorized number of Directors, must, by a vote of a majority of their number, fill any vacancy for the unexpired term. Directors will be elected to serve staggered, 3 year terms, thereby establishing and maintaining at all times a 2-2-1 rotation.

**Section 4. Organizational Meeting.** Immediately after the Annual Meeting or special meeting in lieu of the Annual Meeting, the newly-elected Directors and those Directors whose terms hold over will hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

**Section 5. Regular Meetings.** Regular meetings of the Board may be held at such times and places as will be determined by a majority of the Board, but at least 4 such meetings must be held during each fiscal year. No Owner



other than a Board member may attend or participate in any discussion or deliberation of a meeting of the Board unless the Board expressly authorizes that Owner to attend and/or participate.

**Section 6. Special Meetings.** Special meetings of the Board may be held at any time upon call by the President or by any 3 Directors. Notice of the time, place, and purpose(s) of each such meeting must be given to each Director. Such notice will, in all events, be deemed to have been proper if given as outlined in Section 9 below.

**Section 7. Executive Sessions.** At any regular or special meeting of the Board, the Board may, by the majority vote of the Directors, adjourn to an executive session for purposes of discussing and/or taking action on matters of confidentiality, including, but not limited to: personnel issues/discipline, open contract bid solicitation, pending litigation, other matters protected under attorney-client privilege, or enforcement of the Declaration, these Bylaws, or Rules against any Owner. Executive session minutes are not available for inspection and/or copying.

**Section 8. Conduct of Board Meetings.** The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each Director can hear or read in real time and participate and respond to every other Director.

**Section 9. Notices.** Written notice of the time and place of any Board meeting must be given to each Director either by personal delivery or by mail, fax, email, or telephone at least 48 hours before the meeting, which notice need not specify the purpose(s) of the meeting; provided, however, attendance of any Director at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice will be deemed to be a waiver by him/her of notice of such meeting. Such notice may be waived in writing either before or after the holding of such meeting, by any Director, which writing must be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice, any business may be transacted at any organizational or regular meeting.

**Section 10. Actions Without a Meeting.** All actions, except removal of officers, which may be taken at a meeting of the Board, may be taken without a meeting with the unanimous written consent of all of the members of the Board,

which consent may be in electronic form, including by email or similar mode of communication permitted by Ohio law. Such writing, signed by each member of the Board, must be filed with the minutes of the Board.

**Section 11. Quorum and Adjournment.** A quorum of the Board will consist of a majority of the Directors then in office; provided that a majority of the Directors present at a meeting duly held, whether or not a quorum in present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business will be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

**Section 12. Powers and Duties.** Except as otherwise provided by law, the Declaration or these Bylaws, all power and authority of the Association will be exercised by the Board. In carrying out the purpose of the Association and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may:

- (a) Acquire, encumber, and convey or otherwise transfer real and personal property, subject to Declaration Article V, Section 5.3 (c);
- (b) Enter into contracts and incur liabilities relating to the operation of the Property;
- (c) Obtain insurance coverage no less that required in the Declaration and these Bylaws and fidelity bonds the Board considers appropriate and necessary;
- (d) Borrow money, and issue, sell, and pledge notes, bonds, and other evidences of indebtedness and assign the right to common assessments or other future income to a lender as security for loan to the Association subject to Declaration Article V, Section 5.3(a);
- (e) Levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners subject to Declaration Article VIII, Section 8.1, Paragraph d);



(f) Enforce all provisions of the Declaration, Bylaws, covenants, conditions, easements, restrictions, and Articles of Incorporation governing the Lots and Common Elements;

(g) 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 and relates to matters affecting the Property;

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

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

(j) Impose reasonable charges for preparing, recording, or copying the Declaration, Bylaws, amendments, resale certificates, or statements of unpaid assessments;

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

(i) the maintenance, conservation, and beautification of the Property;

(ii) to govern the operation and use of the Property or any portion;

(iii) to regulate the maintenance, repair, replacement, modification, and appearance of Living Units, Lots, and Common Elements when the actions regulated by those rules affect Common Elements or other Living Units or Lots;

(iv) to establish a procedure for levying and collecting reasonable enforcement Assessments for any infractions of the Rules, or any covenant, condition, restriction, or responsibility in the Declaration or these Bylaws;

(v) to regulate the collection of Assessments and the application of payments of delinquent Assessments; and

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

(l) Suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of assessments for more than 30 days;

(m) Invest excess funds in investments that meet standards for fiduciary investments under the laws of Ohio; and

(n) Do all things permitted by law and exercise all power and authority granted by Ohio law, the Declaration and these Bylaws.

**Section 13. Removal.** At any regular or special meeting of members of the Association duly called, at which a quorum is present, any one or more of the Directors, may be removed with or without cause by vote of the Owners entitled to exercise at least seventy 75% of the voting power, and a successor or successors to such Director or members so removed will then be elected to fill the vacancy or vacancies created. Any Director whose removal has been proposed will be given an opportunity to be heard at such meeting.

**Section 14. Fidelity Coverage.** The Association must also obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds. The Board must determine the appropriate amount of such bond/insurance taking into account the cost of the bond/insurance, the maximum amount of funds held by the Association during the fiscal year, and the requirements of the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and/or similar institutions. As used in this paragraph, the term "persons who control or disburse funds of the Association" refers to any individual with authority and/or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including but not limited to the management company's principals and employees, and the President, Vice President, Secretary, and

Treasurer. Any person who controls or disburses funds of the Association must be able to be bonded or else he/she cannot serve in that capacity.

**Section 15. Management Agent.** The Board, in its discretion, pursuant to Section 6.2 of Article VI of the Declaration, may employ a manager, management agent, or management company to perform such duties and services as the Board may authorize.

**Section 16. Compensation.** While serving on the Board, the Directors will not receive any salary or compensation for his/her services on the Board or for the Association. Any Director, however, may be reimbursed for his/her actual expenses incurred in the performance of his/her duties, as solely determined by the remaining Directors. If any Director, Director's spouse, life partner, or immediate family member (defined as any parent, child, adopted child, or sibling of the Director), seeks to be retained to perform services for the Association for compensation, the respective Director must disclose the conflict of interest and completely abstain from the Board's decision making process. If a majority of the Directors have a financial interest in the particular matter, the matter will be submitted to the Owners for approval by a majority of the disinterested Owners.

### ARTICLE III OFFICERS

**Section 1. Designation of Officers.** The officers will be a President, Vice President, Secretary, Treasurer, and At-Large all of whom must be Board members. The Board may also appoint an Assistant Secretary and/or an Assistant Treasurer and such other officers as in its judgment may be necessary, which other officers will be members of the Association, but have no voting power at any Board meeting. The Board may also appoint an executive committee or special committees.

**Section 2. Term of Office, Removal, and Vacancies.** The officers will be elected for a one year term by the Board and serve until their successors are elected. Any officer may be removed at any time with or without cause upon a vote of a majority of the Board. Any vacancy in any office may be filled by the Board.

**Section 3. Duties of Officers.** The President will be the chief executive officer and will conduct all meetings of the Association and the Board. The Vice President will perform the duties of the President whenever the President is unable to act and will perform such other duties as may be determined by the Board. The Secretary will keep the minutes of meetings, and record the votes of the Board and of the Owners, give notices of meetings of the Association and the Board as required by law, the Declaration or these Bylaws and keep appropriate current records showing the names of Owners and Occupants together with their addresses. The Treasurer is responsible for the general supervision of all finances, assumes responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursements of such funds as directed by resolution of the Board, the keeping of proper financial books of account, the preparation of an annual budget, and a statement of income and expenditures to be presented to the Owners at the Annual Meetings and the delivery or mailing of a copy of each to all of the Owners, will turn over to his/her successor or to the Board all property, books, documents, and money of the Association in his/her possession, and will perform such other duties as may be determined by the Board. All checks over Five Hundred and no/100 Dollars (\$500.00) must be counter signed by the President or Vice President and one other Officer.

**Section 4. Delegation of Authority and Duties.** The Board is authorized to delegate the authority and duties of any officer to any other officer, or to any one or more of them, and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

#### **ARTICLE IV MAINTENANCE AND IMPROVEMENTS**

**Section 1. Common Expenses.** The Association, for the benefit of all the Owners, will pay all common expenses arising with respect to, or in connection with, the Common Elements, which common expenses may include, without limitation, the following:

(a) **Utility Services.** Utility Service for any part of the Common Elements (as defined in the Declaration).

(b) Liability Insurance. Premiums upon a policy or policies insuring the Association, the members of the Board, all Owners, their families and other persons residing with them, their invitees, guests, any manager, management agent or management company or tenants, against any liability incident to the ownership and/or use of any Common Elements or other property, as provided in the Declaration, the limits of which policy will be reviewed annually.

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

(d) Reasonable Care of Common Elements. The cost of reasonable landscaping, gardening, cleaning, maintenance, decorating, care, upkeep, and maintenance of any ponds, and repair, maintenance and replacement of any portions of the Property for which the Association is responsible pursuant to the terms of the Declaration.

(e) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or which the Board deems necessary or proper for the maintenance and operation of the Property or for the enforcement of the Declaration or these Bylaws.

(f) Discharge of Mechanics' Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the Common Elements or any part thereof and which arose by virtue of an authorization or direction by the Board.



(g) Use of Recreational Facilities. The expenses associated with the Recreational Facilities.

(h) Miscellaneous. Any and all other costs and expenses designated as common expenses in the Declaration or these Bylaws or incurred by the Association to carry out its' duties, obligations or undertakings under the Declaration or these Bylaws.

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

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

Section 2. No Active Business to be Conducted for Profit. Nothing herein contained will be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

## ARTICLE V GENERAL POWERS OF THE ASSOCIATION

The Association, by vote of the Owners entitled to exercise a majority of the voting power, may adopt such reasonable Rules and from time to time amend the same, supplementing the Declaration and these Bylaws as it may deem advisable for the maintenance, conservation, and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants. Written notice of such Rules must be given to all Owners and Occupants, and the Property will be subject to such Rules. In the event such Rules conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws will govern.

## ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Obligation of Owners to Pay Assessments. It is the duty of every Owner to pay his/her proportionate share of the expenses of



administration, maintenance and repair of the Common Elements and other expenses provided in these Bylaws and the Declaration subject to Declaration Article VIII, payment of any Assessment will be in such amounts and at such times as may be determined by the Board members.

**Section 2. Preparation of Estimated Budget.** Each year on or before December 1<sup>st</sup>, the Association will estimate the total amount necessary to pay all the common expenses for the next calendar year, together with a reasonable amount considered by the Association to be necessary to for a reserve for contingencies and replacements, and will on or before December 31<sup>st</sup> notify each Owner in writing as to the amount of such estimate, with reasonable itemization. Said "estimated cash requirement" will be assessed to the Owners. Subject to Declaration Article VIII Section 8.5 each Owner is obligated to pay to the Association the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Association will furnish to all Owners an itemized accounting of the common expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves may be credited to the next installments due from Owners under the current year's estimate, until exhausted or the Board may determine that such amount will be applied toward reserves, and any net shortage will be added to the installments due in the succeeding 6 months after the rendering of the accounting.

**Section 3. Reserve for Contingencies and Replacements.** The Association may build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year will be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Association must prepare an estimate of the additional cash requirements then necessary, or necessary for the balance of the year, which additional amount of each requirement will be assessed to the Owners. The Association must serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons for the assessment, and such further assessment will become payable with the next regular payment which is due more than 30



calendar days after the delivery or mailing of such notice of further assessments. All Owners will be obligated to pay the adjusted amount.

**Section 4. Failure to Prepare Annual Budget.** The failure or delay of the Association to prepare or deliver to any Owner the annual or adjusted estimate will not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and any reserves, whenever the same is determined. In the absence of any annual estimate or adjusted estimate, the Owner will continue to pay the maintenance charge at the existing rate established for the previous period until the first maintenance payment which is due more than 30 days after such new annual or adjusted estimate has been mailed or delivered.

**Section 5. Books and Records of Association.** The Association will keep current copies of the Declaration, these Bylaws, and any Rules for the Property, and complete and correct books and records of account, and the same will be open for inspection by any Owner or any representative of a Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon 10 days' notice to the Board and upon payment of a reasonable fee, any Owner will be furnished a statement of his/her account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

**Section 6. Status of Funds Collected by Association.** All funds collected will be held and expended solely for the purposes designated in the Declaration and these Bylaws, and (except for such 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) will be deemed to be held for the use, benefit and account of all the Owners.

**Section 7. Annual Review.** The books of the Association will be reviewed once a year by the Board and such review will be completed prior to each annual meeting. If requested by 3 members of the Board an audit will be made by a certified public accountant. In addition, at any time requested by the Owners possessing at least a majority of the voting power for an audit to be performed by a certified public accountant, the Board will cause an audit to be made at the Association's expense.



**Section 8. Remedies for Failure to Pay Assessments.** If an Owner is in default in the payment of any of the aforesaid charges or assessments for thirty (30) days, the Association may bring suit to enforce collection thereof, or may file a lien or foreclose any lien there for as provided in the Declaration, and there shall be added to the amount due the cost of said suit, together with costs, interest as stated in Declaration Article X, Section 10.3, and reasonable attorney's fees. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Lot involved when payable and may be foreclosed by an action brought in the name of the Association as in the case of foreclosure of liens against real estate, as provided in the Declaration. The members of the Board and their successors in office, acting on behalf of consenting Owners, shall have the power to bid on the interest so foreclosed at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Lot covered by his encumbrance and unless the request shall be complied with within fifteen (15) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Lot may pay any unpaid Common Expenses payable with respect to such Lot and, upon such payment, such encumbrancer shall have a lien on such Lot for the amounts paid at the same rank as the lien of his encumbrance.

**ARTICLE VII**  
**GENERAL PROVISIONS**

**Section 1. Non-Waiver of Covenants.** No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 2. Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or of any part of the same, will not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

**Section 3. Agreements Binding.** All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws will be deemed to be binding on all Owners, their successors, heirs and assigns.

**Section 4. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles of Incorporation or these Bylaws, the terms and provisions of the Declaration will prevail and the Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles of Incorporation or these Bylaws as will remove such conflicts or inconsistencies.

**Section 5. Construction.** Wherever the masculine singular form of the pronoun is used in these Bylaws, it will be construed to mean the masculine, feminine, or neuter, singular or plural, as the context so requires. As used in this Declaration, the word "will" indicates a mandatory obligation to do or not do a given action; the word "will" meaning the same as "must," "shall," or "is required to," unless specifically provided for otherwise in the context it is used.

## ARTICLE VIII INDEMNIFICATION OF DIRECTORS AND OFFICERS

**Section 1. In General.** The Association will indemnify any current or former member of the Board of Directors, any current or former officer, or any current or former committee member, or and/or any of his/her respective heirs, legal representatives, successors and assigns, against reasonable expenses, including attorney's fees, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily incurred by him/her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which he/she was or is a party or is threatened to be made a party by reason of the fact that person was a Director, officer, or committee member provided it is determined that (a) 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 his/her duty to the Association; (b) such Director, officer, or committee member acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best

interest of the Association; (c) in any criminal action, suit or proceeding, such Director, officer, or committee member had no reasonable cause to believe that his/her conduct was unlawful; and (d) in case of settlement, the amount paid in the settlement was reasonable.

The determination required above will be made by written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she will, in that event, be indemnified as set forth above.

**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 and Insurance.** The indemnification provided for in this Article is exclusive, but 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 Section 1702.12(E) of the Ohio Revised Code, and its successor statutes, or otherwise. The Association will purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Director, officer, or committee member.

**Section 4. Cost of Indemnification.** Any sum paid or advanced by the Association under this Article will constitute a common expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Owner arising out of the contract made by any Director or officer or out of the aforesaid indemnity in favor of such Director or officer will be limited to such proportion of the total liability as said Owner's pro rata share of all the Owners as members of the Association.

**ARTICLE IX**  
**DEFINITIONS**

The Definitions contained in the Declaration are incorporated by reference and apply to these Bylaws.

**ARTICLE X**  
**AMENDMENT**

These Bylaws may be amended in the same manner and under the same circumstances and for the same reasons as the Declaration may be amended as provided in the Declaration.