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 Eric C Sears
 Greene County Recorder
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AMENDED AND RESTATED BYLAWS

OF

KABLE'S MILL OWNERS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION TO PROVIDE STORM WATER DETENTION FOR KABLES MILL OWNERS ASSOCIATION RECORDED AT VOLUME 963, PAGE 534 ET SEQ. OF THE GREENE COUNTY RECORDS AND THE BYLAWS OF KABLE'S MILL OWNERS ASSOCIATION RECORDED AT VOLUME 3021, PAGE 225 ET SEQ.

PLAT MAPS RECORDED AT CABINET 30, PAGE 166B, 167A, 167B, 168B, CABINET 30, PAGE 242B, 243A, 243B, and 244A, CABINET 30 PAGE 265A and 265B, CABINET 30, PAGE 350B, 351A, 351B, and 352A, CABINET 30, PAGE 393A, 393 B, 394A, and 394B, CABINET 30, PAGE 542B, 543A, 543B, and 544A, CABINET 30 PAGE 623B, CABINET 30, PAGE 724B, 725A, 725B, and 726A, CABINET 30, PAGE 737B, 738A, 738B, and 739A, CABINET 34, PAGE 797A, 797B, 798A and 798B, CABINET 34, PAGE 918A, 918B, 919A, and 919B, CABINET 35 PAGE 5A, CABINET 35, PAGE 280A, 280B, 281A, and 281B, CABINET 36, PAGE 65B, 66A, 66B, 67A and 67B, and CABINET 36, PAGE 172B, 173A, 173B, 174A and 174B, CABINET 37 PAGES 317A, 317B, 318A, and 318B OF THE GREENE COUNTY RECORDS.

AMENDED AND RESTATED BYLAWS OF
KABLE'S MILL OWNERS ASSOCIATION

WHEREAS, the Declaration to Provide Storm Water Detention to Kable's Mill Subdivision was recorded at Page 963, Page 534 et seq. of the Greene County Records, and

WHEREAS, all the lots within the Kable's Mill Subdivision are subjected to restrictions, including membership in the Kable's Mill Owners Association, which are recorded on the individual plat map creating said lots at the Greene County Recorder's Office, and

WHEREAS, on or about June 1, 2010, the Kable's Mill Owners Association, filed the Bylaws of Kables Mill Owners Association ("Bylaws") at Greene County Records, Volume 3021, Page 221 et seq., and

WHEREAS, the Kable's Mill Owners Association ("Association") is a corporation consisting of all Owners in Kables Mill Owners Association and as such is the representative of all Owners, and

WHEREAS, Bylaws Article XIV authorizes amendments to the Bylaws, and

WHEREAS, a meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about October 20, 2016, and, at such meeting and any adjournment, Owners representing 51% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amended and Restated Bylaws"), and

WHEREAS, the Association has in its records the signed, written consents to the Amended and Restated Bylaws signed by Owners representing 51% of the Association's voting power as of February 21, 2018, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the limited power of attorney signed by Owners representing 51% of the Association's voting power authorizing the Association's officers to execute the Amended and Restated Bylaws on their behalf, and

WHEREAS, the proceedings necessary to amend the Bylaws as required by Chapter 5311 of the Ohio Revised Code and the Bylaws have in all respects been complied with.

THEREFORE, the Bylaws of Kables Mill Owners Association is amended by the following:

DELETE the Bylaws and any subsequent amendments or supplements thereto, as recorded at Greene County Records Volume 3021, Page 221, et seq., in their entirety.

INSERT a new Amended Bylaws Pages 1 through 27, including any exhibits or table of contents thereto, as all are attached hereto and as if fully rewritten herein.

Any conflict between the provisions of the Amended and Restated Bylaws and the restrictions previously recorded Greene County Records, will be interpreted in favor of the provisions of the Amended and Restated Bylaws. The invalidity of any part of any provision in the Amended and Restated Bylaws does not impair or affect in any manner the validity or enforceability of the remainder of the Amended Bylaws. Upon the recording of the Amended and Restated Bylaws, only Owners of record at the time of such filing have standing to contest the validity of the Amended and Restated Bylaws, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the Court of Common Pleas within one year of the recording of the Amended and Restated Bylaws.

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The Kable's Mill Owners Association has caused the execution of this instrument this 14 day of MARCH, 2018.

KABLE'S MILL OWNERS ASSOCIATION

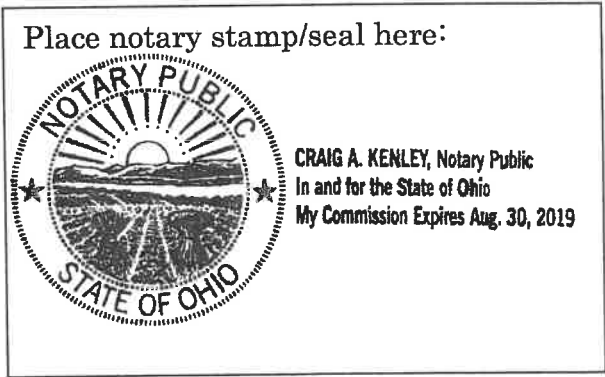
By: John R. Banford
JOHN BANFORD, its President

STATE OF OHIO)
)
) SS
COUNTY OF 6)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Kable's Mill Owners Association, by its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

I have hereunto set my hand and official seal in Montgomery County, Ohio, this 14 day of March, 2018.

C. A. Kenley
NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

The Kable's Mill Owners Association has caused the execution of this instrument this 14th day of March, 2018.

KABLE'S MILL OWNERS ASSOCIATION

By: *Tara Craig*
TARA CRAIG, its Secretary

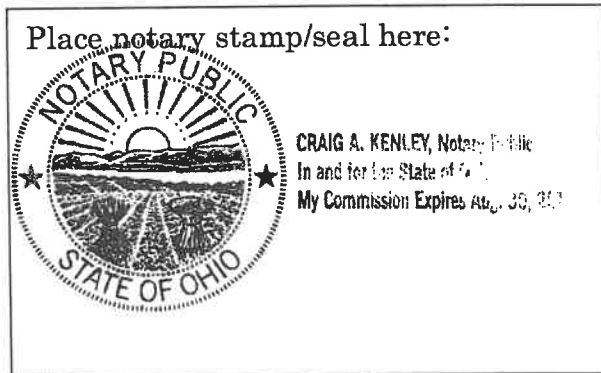
STATE OF OHIO)
)
COUNTY OF _____) **SS**

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Kable's Mill Owners Association, by its Secretary, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

I have hereunto set my hand and official seal in Montgomery County Ohio, this 14th day of March, 2018.

Craig A. Kenley
NOTARY PUBLIC

**This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com**



LEGAL DESCRIPTION

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, Kable's Mill, Section 1 and being lots numbered 1 through 44, as shown on the Record Plan recorded in Plat Cabinet Volume 30 Pages 166B, 167A, 167B, and 168B, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160009800	3334 HERITAGE TRACE DR W	1
L32000200160009900	3342 HERITAGE TRACE DR W	2
L32000200160010000	3350 HERITAGE TRACE DR W	3
L32000200160010100	1238 AMBERWOOD CT	4
L32000200160010200	1226 AMBERWOOD CT	5
L32000200160010300	1220 AMBERWOOD CT	6
L32000200160010400	1218 AMBERWOOD CT	7
L32000200160010500	1221 AMBERWOOD CT	8
L32000200160010600	1227 AMBERWOOD CT	9
L32000200160010700	1233 AMBERWOOD CT	10
L32000200160010800	1241 AMBERWOOD CT	11
L32000200160010900	3378 HERITAGE TRACE DR W	12
L32000200160011000	3382 HERITAGE TRACE DR W	13
L32000200160011100	3386 HERITAGE TRACE DR W	14
L32000200160011200	3390 HERITAGE TRACE DR W	15
L32000200160011300	3394 HERITAGE TRACE DR W	16
L32000200160011400	3398 HERITAGE TRACE DR W	17
L32000200160011500	1296 KATERINA CT	18
L32000200160011600	1284 KATERINA CT	19
L32000200160011700	1274 KATERINA CT	20
L32000200160011800	1268 KATERINA CT	21
L32000200160011900	1267 KATERINA CT	22
L32000200160012000	1269 KATERINA CT	23
L32000200160012100	1277 KATERINA CT	24
L32000200160012200	1285 KATERINA CT	25
L32000200160012500	1304 ROSE LAKE DR	28
L32000200160012600	3406 HERITAGE TRACE DR W	29
L32000200160012700	3399 HERITAGE TRACE DR W	30
L32000200160012800	3359 AVONLEY CT	31
L32000200160012900	3358 AVONLEY CT	32

L32000200160013000	3360 AVONLEY CT	33
L32000200160013100	3370 AVONLEY CT	34
L32000200160013200	3387 HERITAGE TRACE DR W	35
L32000200160013300	3383 HERITAGE TRACE DR W	36
L32000200160013400	3377 HERITAGE TRACE DR W	37
L32000200160013500	3369 HERITAGE TRACE DR W	38
L32000200160013600	3359 HERITAGE TRACE DR W	39
L32000200160013700	3351 HERITAGE TRACE DR W	40
L32000200160013800	3343 HERITAGE TRACE DR W	41
L32000200160013900	3333 HERITAGE TRACE DR W	42
L32000200160014000	43 KABLES MILL DR	43
L32000200160014100	KABLES MILL	44

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 45 through 80 of Kable's Mill, Section 2, as shown on the Record Plan recorded in Plat Cabinet Volume 30 Pages 242B, 243A, 243B, and 244A, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160014200	1315 ROSE LAKE DR	45
L32000200160014400	1329 ROSE LAKE DR	47
L32000200160014500	1337 ROSE LAKE DR	48
L32000200160014600	1343 ROSE LAKE DR	49
L32000200160014700	1351 ROSE LAKE DR	50
L32000200160014800	1359 ROSE LAKE DR	51
L32000200160014900	1365 ROSE LAKE DR	52
L32000200160015000	1371 ROSE LAKE DR	53
L32000200160015100	1377 ROSE LAKE DR	54
L32000200160015200	1393 HERITAGE TRACE CT	55
L32000200160015300	1399 HERITAGE TRACE CT	56
L32000200160015400	1405 HERITAGE TRACE CT	57
L32000200160015500	1408 HERITAGE TRACE CT	58
L32000200160015600	1406 HERITAGE TRACE CT	59
L32000200160015700	1400 HERITAGE TRACE CT	60
L32000200160015800	3381 ROSE LAKE CT	61
L32000200160015900	3378 ROSE LAKE CT	62
L32000200160016000	3433 HERITAGE TRACE DR W	63
L32000200160016100	3429 HERITAGE TRACE DR W	64
L32000200160016200	3425 HERITAGE TRACE DR W	65

L32000200160016300	3417 HERITAGE TRACE DR W	66
L32000200160016400	3352 SETON HILL DR	67
L32000200160016500	3412 HERITAGE TRACE DR W	68
L32000200160016600	3416 HERITAGE TRACE DR W	69
L32000200160016700	3420 HERITAGE TRACE DR W	70
L32000200160016800	3424 HERITAGE TRACE DR W	71
L32000200160016900	3428 HERITAGE TRACE DR W	72
L32000200160017000	3434 HERITAGE TRACE DR W	73
L32000200160017100	1374 ROSE LAKE DR	74
L32000200160017200	1364 ROSE LAKE DR	75
L32000200160017300	1356 ROSE LAKE DR	76
L32000200160017400	1346 ROSE LAKE DR	77
L32000200160017500	1336 ROSE LAKE DR	78
L32000200160017600	1328 ROSE LAKE DR	79
L32000200160017700	1316 ROSE LAKE DR	80

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 82 through 120 of Kable's Mill, Phase 1, Section 3, as shown on the Record Plan recorded in Plat Cabinet Volume 30 Pages 393A, 393B, 394A, and 394B, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160020700	1215 COTTINGWOOD CT	82
L32000200160020800	1209 COTTINGWOOD CT	83
L32000200160020900	1199 COTTINGWOOD CT	84
L32000200160021000	1191 COTTINGWOOD CT	85
L32000200160021100	1194 COTTINGWOOD CT	86
L32000200160021200	1200 COTTINGWOOD CT	87
L32000200160021300	1208 COTTINGWOOD CT	88
L32000200160021400	1214 COTTINGWOOD CT	89
L32000200160021500	3286 HERITAGE TRACE DR E	90
L32000200160021600	1240 RAVELLE CT	91
L32000200160021700	1232 RAVELLE CT	92
L32000200160021800	1228 RAVELLE CT	93
L32000200160021900	1222 RAVELLE CT	94
L32000200160022000	1225 RAVELLE CT	95
L32000200160022100	1231 RAVELLE CT	96
L32000200160022200	1237 RAVELLE CT	97
L32000200160022300	1241 RAVELLE CT	98

L32000200160022400	3258 HERITAGE TRACE DR E	99
L32000200160022500	3248 HERITAGE TRACE DR E	100
L32000200160022600	1257 CHEATHAM WAY	101
L32000200160022700	1254 CHEATHAM WAY	102
L32000200160022800	1264 CHEATHAM WAY	103
L32000200160022900	1272 CHEATHAM WAY	104
L32000200160023000	1284 CHEATHAM WAY	105
L32000200160023100	1294 CHEATHAM WAY	106
L32000200160023200	1291 CHEATHAM WAY	107
L32000200160023300	1283 CHEATHAM WAY	108
L32000200160023400	3235 HERITAGE TRACE DR E	109
L32000200160023500	3241 HERITAGE TRACE DR E	110
L32000200160023600	3249 HERITAGE TRACE DR E	111
L32000200160023700	3255 HERITAGE TRACE DR E	112
L32000200160023800	3261 HERITAGE TRACE DR E	113
L32000200160023900	3265 HERITAGE TRACE DR E	114
L32000200160024000	3271 HERITAGE TRACE DR E	115
L32000200160024100	3279 HERITAGE TRACE DR E	116
L32000200160024200	3287 HERITAGE TRACE DR E	117
L32000200160024300	3295 HERITAGE TRACE DR E	118
L32000200160024400	3313 HERITAGE TRACE DR E	119

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 121 through 147 of Kable's Mill, Phase 1, Section 4, as shown on the Record Plan recorded in Plat Cabinet Volume 30 Pages 542B, 543A, 543B and 544A, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160024600	1243 CHEATHAM WAY	121
L32000200160024700	1239 CHEATHAM WAY	122
L32000200160024800	1231 CHEATHAM WAY	123
L32000200160024900	3199 SPILLWAY CT	124
L32000200160025000	3207 SPILLWAY CT	125
L32000200160025100	3211 SPILLWAY CT	126
L32000200160025200	3221 SPILLWAY CT	127
L32000200160025300	3229 SPILLWAY CT	128
L32000200160025400	3237 SPILLWAY CT	129
L32000200160025500	3243 SPILLWAY CT	130
L32000200160025600	3249 SPILLWAY CT	131

L32000200160025700	3252 SPILLWAY CT	132
L32000200160025800	3248 SPILLWAY CT	133
L32000200160025900	3242 SPILLWAY CT	134
L32000200160026000	3234 SPILLWAY CT	135
L32000200160026100	3228 SPILLWAY CT	136
L32000200160026200	3220 SPILLWAY CT	137
L32000200160026300	3214 SPILLWAY CT	138
L32000200160026400	3208 SPILLWAY CT	139
L32000200160026500	3204 SPILLWAY CT	140
L32000200160026600	3198 SPILLWAY CT	141
L32000200160026700	3192 SPILLWAY CT	142
L32000200160026800	1228 CHEATHAM WAY	143
L32000200160026900	1236 CHEATHAM WAY	144
L32000200160027000	1242 CHEATHAM WAY	145
L32000200160027100	3174 SPILLWAY CT	146
L32000200160027200	SPILLWAY CT	147

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 148 through 173 of Kable's Mill, Phase 1, Section 5, as shown on the Record Plan recorded in Plat Cabinet Volume 30 Pages 724B, 725A, 725B, and 726A, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160027400	1252 KABLES MILL	148
L32000200160027500	1264 KABLES MILL	149
L32000200160027600	1270 KABLES MILL	150
L32000200160027700	1276 KABLES MILL	151
L32000200160027800	1284 KABLES MILL	152
L32000200160027900	1288 KABLES MILL	153
L32000200160028000	1296 KABLES MILL	154
L32000200160028100	1302 KABLES MILL	155
L32000200160028200	1308 KABLES MILL	156
L32000200160028300	1312 KABLES MILL	157
L32000200160028400	1318 KABLES MILL	158
L32000200160028500	1324 KABLES MILL	159
L32000200160028600	1323 KABLES MILL	160
L32000200160028700	1317 KABLES MILL	161
L32000200160028800	1311 KABLES MILL	162
L32000200160028900	1305 KABLES MILL	163

L32000200160029000	1299 KABLES MILL	164
L32000200160029100	1293 KABLES MILL	165
L32000200160029200	1287 KABLES MILL	166
L32000200160029300	1283 KABLES MILL	167
L32000200160029400	1277 KABLES MILL	168
L32000200160029500	1273 KABLES MILL	169
L32000200160029600	1269 KABLES MILL	170
L32000200160029700	1267 KABLES MILL	171
L32000200160029800	1255 KABLES MILL	172
L32000200160029900	1249 KABLES MILL	173

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 174 through 195 of Kable's Mill, Phase 1, Section 6, as shown on the Record Plan recorded in Plat Cabinet Volume 34 Pages 918A, 918B, 919A, and 919B, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160036600	1330 KABLES MILL WAY	174
L32000200160036700	1319 CHEATHAM WAY	175
L32000200160036800	1311 CHEATHAM WAY	176
L32000200160036900	1297 CHEATHAM WAY	177
L32000200160037000	1298 CHEATHAM WAY	178
L32000200160037100	1306 CHEATHAM WAY	179
L32000200160037200	1310 CHEATHAM WAY	180
L32000200160037300	1316 CHEATHAM WAY	181
L32000200160037400	1322 CHEATHAM WAY	182
L32000200160037500	1326 CHEATHAM WAY	183
L32000200160037600	1332 CHEATHAM WAY	184
L32000200160037700	1338 CHEATHAM WAY	185
L32000200160037800	1342 CHEATHAM WAY	186
L32000200160037900	3310 SETON HILL DR	187
L32000200160038200	3327 SETON HILL DR	190
L32000200160038300	3332 SETON HILL DR	191
L32000200160038400	3328 SETON HILL DR	192
L32000200160038500	3324 SETON HILL DR	193
L32000200160038600	3320 CHEATHAM WAY	194
L32000200160038700	1333 KABLES MILL WAY	195

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 196 through 230 of Kable's Mill, Phase 1, Section 7, as shown on the Record Plan recorded in Plat Cabinet Volume 35 Pages 280A, 280B, 281A, and 281B, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160038800	CHEATHAM WAY	196
L32000200160038900	1332 PEWTER CT	197
L32000200160039000	1320 PEWTER CT	198
L32000200160039100	1314 PEWTER CT	199
L32000200160039200	1310 PEWTER CT	200
L32000200160039300	1306 PEWTER CT	201
L32000200160039400	1302 PEWTER CT	202
L32000200160039500	1296 PEWTER CT	203
L32000200160039600	1288 PEWTER CT	204
L32000200160039700	1280 PEWTER CT	205
L32000200160039800	1278 PEWTER CT	206
L32000200160039900	1276 PEWTER CT	207
L32000200160040000	1279 PEWTER CT	208
L32000200160040100	1283 PEWTER CT	209
L32000200160040200	1289 PEWTER CT	210
L32000200160040300	1291 PEWTER CT	211
L32000200160040400	1299 PEWTER CT	212
L32000200160040500	1305 PEWTER CT	213
L32000200160040600	1311 PEWTER CT	214
L32000200160040700	1321 PEWTER CT	215
L32000200160040800	1331 PEWTER CT	216
L32000200160040900	3338 SETON HILL DR	217
L32000200160041000	3340 SETON HILL DR	218
L32000200160041100	3344 SETON HILL DR	219
L32000200160041200	3346 SETON HILL DR	220
L32000200160041300	3348 SETON HILL DR	221
L32000200160041400	3349 SETON HILL DR	222
L32000200160041500	3347 SETON HILL DR	223
L32000200160041600	3345 SETON HILL DR	224
L32000200160041700	3341 SETON HILL DR	225
L32000200160041800	3339 SETON HILL DR	226
L32000200160041900	3337 SETON HILL DR	227

L32000200160042000	3335 SETON HILL DR	228
L32000200160042100	3333 SETON HILL DR	229
L32000200160042200	3331 SETON HILL DR	230

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 231 through 251 of Kable's Mill, Phase 1, Section 8, as shown on the Record Plan recorded in Plat Cabinet Volume 37 Pages 317A, 317B, 318A, and 318B, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160048300	3372 ROSE LAKE CT	231
L32000200160048400	3368 ROSE LAKE CT	232
L32000200160048500	2301 SIENNA CT	233
L32000200160048600	2305 SIENNA CT	234
L32000200160048700	2308 SIENNA CT	235
L32000200160048800	2306 SIENNA CT	236
L32000200160048900	2302 SIENNA CT	237
L32000200160049000	3356 ROSE LAKE CT	238
L32000200160049100	3352 ROSE LAKE CT	239
L32000200160049200	3351 ROSE LAKE CT	240
L32000200160049300	3353 ROSE LAKE CT	241
L32000200160049400	3355 ROSE LAKE CT	242
L32000200160049500	3357 ROSE LAKE CT	243
L32000200160049600	3361 ROSE LAKE CT	244
L32000200160049700	3365 ROSE LAKE CT	245
L32000200160049800	3367 ROSE LAKE CT	246
L32000200160049900	3369 ROSE LAKE CT	247
L32000200160050000	3371 ROSE LAKE CT	248
L32000200160050100	3373 ROSE LAKE CT	249
L32000200160050200	3377 ROSE LAKE CT	250
L32000200160048200	ROSE LAKE CT	251

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 2001 through 2026 of Kable's Mill, Phase 2, Section 1, as shown on the Record Plan recorded in Plat Cabinet Volume 30 Pages 350B, 351A, 351B, and 352A, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160017900	3073 SETON HILL DR	2001

L32000200160018000	3077 SETON HILL DR	2002
L32000200160018100	3085 SETON HILL DR	2003
L32000200160018200	3087 SETON HILL DR	2004
L32000200160018300	3150 SPILLWAY DR	2005
L32000200160018400	3153 SPILLWAY DR	2006
L32000200160018500	3099 SETON HILL DR	2007
L32000200160018600	3103 SETON HILL DR	2008
L32000200160018700	3109 SETON HILL DR	2009
L32000200160018800	3113 SETON HILL DR	2010
L32000200160018900	1288 SETTLERS BAY CT	2011
L32000200160019000	1293 SETTLERS BAY CT	2012
L32000200160019100	3124 SETON HILL DR	2013
L32000200160019200	3120 SETON HILL DR	2014
L32000200160019300	3116 SETON HILL DR	2015
L32000200160019400	3112 SETON HILL DR	2016
L32000200160019500	3108 SETON HILL DR	2017
L32000200160019600	3104 SETON HILL DR	2018
L32000200160019700	3100 SETON HILL DR	2019
L32000200160019800	3096 SETON HILL DR	2020
L32000200160019900	3171 SPILLWAY CT	2021
L32000200160020000	3086 SETON HILL DR	2022
L32000200160020100	3082 SETON HILL DR	2023
L32000200160020200	3078 SETON HILL DR	2024
L32000200160020300	3074 SETON HILL DR	2025
L32000200160020400	3070 SETON HILL DR	2026

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 2029 through 2057 of Kable's Mill, Phase 2, Section 2, as shown on the Record Plan recorded in Plat Cabinet Volume 30 Pages 737B, 738A, 738B, and 739A, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160030000	SETON HILL DR	2029
L32000200160030100	3144 LANTERN GLOW CT	2030

L32000200160030200	3140 LANTERN GLOW CT	2031
L32000200160030300	3132 LANTERN GLOW CT	2032
L32000200160030400	3137 LANTERN GLOW CT	2033
L32000200160030500	3161 LANTERN GLOW CT	2034
L32000200160030600	3171 SETON HILL DR	2035
L32000200160030700	3142 MUZZETE DR	2036
L32000200160030800	3130 MUZZETE DR	2037
L32000200160030900	3127 MUZZETE DR	2038
L32000200160031000	3137 MUZZETE DR	2039
L32000200160031100	3147 MUZZETE DR	2040
L32000200160031200	3201 SETON HILL DR	2041
L32000200160031300	1396 RAVINIA DR	2042
L32000200160031400	1404 RAVINIA DR	2043
L32000200160031500	3223 SETON HILL DR	2044
L32000200160031600	3229 SETON HILL DR	2045
L32000200160031700	3231 SETON HILL DR	2046
L32000200160031800	3228 SETON HILL DR	2047
L32000200160031900	3218 SETON HILL DR	2048
L32000200160032000	3210 SETON HILL DR	2049
L32000200160032100	3204 SETON HILL DR	2050
L32000200160032200	3196 SETON HILL DR	2051
L32000200160032300	3188 SETON HILL DR	2052
L32000200160032400	3174 SETON HILL DR	2053
L32000200160032500	3162 SETON HILL DR	2054
L32000200160032600	3152 SETON HILL DR	2055
L32000200160032700	3142 SETON HILL DR	2056
L32000200160032800	SETON HILL DR	2057

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 2058 through 2091 of Kable's Mill, Phase 2, Section 3, as shown on the Record Plan recorded in Plat Cabinet Volume 34 Pages 797A, 797B, 798A and 798B, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160033200	1406 N CHURCH CT	2058
L32000200160033300	1396 N CHURCH CT	2059
L32000200160033400	1386 N CHURCH CT	2060
L32000200160033500	1368 N CHURCH CT	2061

L32000200160033600	1358 N CHURCH CT	2062
L32000200160033700	1350 N CHURCH CT	2063
L32000200160033800	1346 N CHURCH CT	2064
L32000200160033900	1342 N CHURCH CT	2065
L32000200160034000	1343 N CHURCH CT	2066
L32000200160034100	1347 N CHURCH CT	2067
L32000200160034200	1351 N CHURCH CT	2068
L32000200160034300	1357 N CHURCH CT	2069
L32000200160034400	1363 N CHURCH CT	2070
L32000200160034500	1367 N CHURCH CT	2071
L32000200160034600	1377 N CHURCH CT	2072
L32000200160034700	1387 N CHURCH CT	2073
L32000200160034800	1397 N CHURCH CT	2074
L32000200160034900	3262 SETON HILL DR	2075
L32000200160035000	3282 SETON HILL DR	2076
L32000200160035100	3286 SETON HILL DR	2077
L32000200160035200	3292 SETON HILL DR	2078
L32000200160035300	3298 SETON HILL DR	2079
L32000200160035400	3300 SETON HILL DR	2080
L32000200160035500	3299 SETON HILL DR	2081
L32000200160035600	3295 SETON HILL DR	2082
L32000200160035700	3289 SETON HILL DR	2083
L32000200160035800	3260 CREEKBLUFF CT	2084
L32000200160035900	3266 CREEKBLUFF CT	2085
L32000200160036000	3269 CREEKBLUFF CT	2086
L32000200160036100	3261 CREEKBLUFF CT	2087
L32000200160036200	3255 CREEKBLUFF CT	2088
L32000200160036300	3273 SETON HILL DR	2089
L32000200160036400	3263 SETON HILL DR	2090
L32000200160036500	3243 SETON HILL DR	2091

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 2092 through 2119 of Kable's Mill, Phase 2, Section 4, as shown on the Record Plan recorded in Plat Cabinet Volume 36 Pages 65B, 66A, 66B, 67A and 67B, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160042300	1434 N CHURCH DR	2092

L32000200160042400	3202 BUGLE BLUFF DR	2093
L32000200160042500	3192 BUGLE BLUFF DR	2094
L32000200160042600	3186 BUGLE BLUFF DR	2095
L32000200160042700	3176 BUGLE BLUFF DR	2096
L32000200160042800	1429 RAVINIA DR	2097
L32000200160042900	1419 RAVINIA DR	2098
L32000200160043000	1410 RAVINIA DR	2099
L32000200160043100	1420 RAVINIA DR	2100
L32000200160043200	3146 BUGLE BLUFF CT	2101
L32000200160043300	3138 BUGLE BLUFF DR	2102
L32000200160043400	3135 BUGLE BLUFF DR	2103
L32000200160043500	3143 BUGLE BLUFF DR	2104
L32000200160043600	3151 BUGLE BLUFF DR	2105
L32000200160043700	3159 BUGLE BLUFF DR	2106
L32000200160043800	3169 BUGLE BLUFF DR	2107
L32000200160043900	3179 BUGLE BLUFF DR	2108
L32000200160044000	3189 BUGLE BLUFF DR	2109
L32000200160044100	1464 N CHURCH DR	2110
L32000200160044200	1470 N CHURCH DR	2111
L32000200160044300	1478 N CHURCH DR	2112
L32000200160044400	1481 N CHURCH DR	2113
L32000200160044500	1477 N CHURCH DR	2114
L32000200160044600	1465 N CHURCH DR	2115
L32000200160044700	3227 BUGLE BLUFF DR	2116
L32000200160044800	1451 N CHURCH DR	2117
L32000200160044900	1443 N CHURCH DR	2118
L32000200160045000	1433 N CHURCH DR	2119

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being lots numbered 2120 through 2150 of Kable's Mill, Phase 2, Section 5, as shown on the Record Plan recorded in Plat Cabinet Volume 36 Pages 172B, 173A, 173B, 174A and 174B, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160045100	N CHURCH DR	2120
L32000200160045200	3136 SPILLWAY DR	2121
L32000200160045300	1204 SETTLERS BAY CT	2122
L32000200160045400	1196 SETTLERS BAY CT	2123
L32000200160045500	1190 SETTLERS BAY CT	2124

L32000200160045600	1186 SETTLERS BAY CT	2125
L32000200160045700	1182 SETTLERS BAY CT	2126
L32000200160045800	1178 SETTLERS BAY CT	2127
L32000200160045900	1174 SETTLERS BAY CT	2128
L32000200160046000	1170 SETTLERS BAY CT	2129
L32000200160046100	1166 SETTLERS BAY CT	2130
L32000200160046200	1162 SETTLERS BAY CT	2131
L32000200160046300	1165 SETTLERS BAY CT	2132
L32000200160046400	1171 SETTLERS BAY CT	2133
L32000200160046500	SETTLERS BAY CT	2134
L32000200160046600	1191 SETTLERS BAY CT	2135
L32000200160046700	1205 SETTLERS BAY CT	2136
L32000200160046800	1211 SETTLERS BAY CT	2137
L32000200160046900	1221 SETTLERS BAY CT	2138
L32000200160047000	1231 SETTLERS BAY CT	2139
L32000200160047100	1241 SETTLERS BAY CT	2140
L32000200160047200	1257 SETTLERS BAY CT	2141
L32000200160047300	1261 SETTLERS BAY CT	2142
L32000200160047400	SETTLERS BAY CT	2143
L32000200160047500	1289 SETTLERS BAY CT	2144
L32000200160047600	1280 SETTLERS BAY CT	2145
L32000200160047700	1270 SETTLERS BAY CT	2146
L32000200160047800	1260 SETTLERS BAY CT	2147
L32000200160047900	1248 SETTLERS BAY CT	2148
L32000200160048000	3133 SPILLWAY DR	2149
L32000200160048100	3143 SPILLWAY DR	2150

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being replat of lot 46 of Kable's Mill, Section 2, as shown on the Replatted Record Plan recorded in Plat Cabinet Volume 30 Page 623B, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160014300	1321 ROSE LAKE DR	46-A
L32000200160027300	ROSE LAKE DR	46-B

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being the replat of lots 188 and 189 of Kable's Mill, Phase 1,

Section 6, as shown on the Record Plan recorded in Plat Cabinet Volume 35 Page 5A, Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160038000	SETON HILL DR	188A
L32000200160038100	3323 SETON HILL DR	189A

Situate in Section 33, Town 3, Range 6 in the Township of Sugarcreek, County of Greene and State of Ohio, and being the replat of lots 26A and 27A of Kable's Mill, Phase 1, Section 6, as shown on the Record Plan recorded in Plat Cabinet Volume 30 Page 265A and 265B Records of Greene County, Ohio.

PARCEL ID	LOCATION	LOT
L32000200160012300	1293 KATERINA CT	26A
L32000200160012400	1299 KATERINA CT	27A

EXHIBIT "B"
AMENDED AND RESTATED BYLAWS
OF KABLE'S MILL OWNERS ASSOCIATION

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EXHIBIT "B"

AMENDED AND RESTATED BYLAWS

OF KABLE'S MILL OWNERS ASSOCIATION

These Amended and Restated Bylaws of Kable's Mill Owners Association ("Bylaws") are executed and incorporated in the Amended and Restated Declaration of Covenants, Restrictions, Easements and Assessments ("Amended Declaration"). Certain terms have been defined in the Amended Declaration and, when used in these Bylaws, will have the same meaning as set forth in the Amended Declaration. The purpose of these Bylaws is to provide for the establishment of an Owners' Association for the government of the Property in the manner provided by the Amended Declaration and by these Bylaws. All present or future Owners, Occupants, guests, or tenants or their employees, or any other Person who might use the facilities of the Property in any manner will be subject to the covenants, provisions, and regulations contained in the Amended Declaration and these Bylaws and will be subject to any restriction, condition, or regulation hereafter adopted by the Association, through its Board of Directors. The mere acquisition or rental of any of the Dwellings and/or Lots located within the Property described in the Amended Declaration, or the mere act of occupancy of any of the Dwellings will constitute acceptance and ratification of the Amended Declaration and these Bylaws.

ARTICLE I

NAME AND LOCATION

Section 1 – Name of the Association. The name of the Association will be "Kable's Mill Owners Association," an Ohio nonprofit corporation, created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio (the "Association").

Section 2 – Location of Office. The office of the Association will be located at any such other place as may be designated by the Board of Directors ("Board" or "Directors"). All of the Association's books and records will be kept at the office. If the principal office is a Board member's Dwelling, upon the expiration of the Director's term, whether by resignation, removal, or otherwise, such Director has an affirmative duty and responsibility to contact the succeeding Director to arrange

for the delivery of all Association books and records from the outgoing Director's Dwelling to the respective incoming or succeeding Board member's Dwelling within ten business days of the such change of Board position.

ARTICLE II

THE ASSOCIATION

Section 1 – Membership. Each Owner, upon acquisition of title to a Lot automatically is a Member of the Association, provided that any such Person or entity who holds such interest merely as a security for the performance of an obligation is not be a Member. Such Membership terminates upon the sale transfer or other disposition by such Owner of his/her Lot, at which time the new Owner of such Lot automatically becomes a Member of the Association.

Section 2 – Voting Rights. Subject to Article V, Section 1(S) below, there will be one vote for each of the Lots comprising the Property. If more than one Person owns a Lot, they will be entitled collectively to cast only one vote exercising the voting power of such Lot as such voting power may not be divided among plural Owners. In the case of plural Ownership of a Lot, or in the case of the Lot owned or held in the name of a corporation, partnership, fiduciary, or nominee, a certificate signed by the Owners must be filed with the Secretary of the Association, 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 neither be considered nor will the presence of such Owner at a meeting be considered in determining whether the quorum requirements for such meeting have been met. If a Lot is owned by tenants 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 and be considered in determining whether the quorum requirement has been met 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.

Section 3 – Proxies. 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, will be made in writing and signed by such Owner(s) or appointed in any other manner permitted by Ohio law, will be filed with the Secretary at or before the meeting, and will be 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.

Section 4 – Meetings of the Association.

(A) **Annual Meeting.** The Association's Annual Meeting will be held for the election of 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 during the fourth quarter of each year on a date and at an hour and location as the Board will determine and be specified in the notice of such meeting.

(B) **Special Meetings.** Special meetings of the Association may be called at any time by the President, by a majority of the Board of Directors acting with or without a meeting, 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 notice of a meeting in accordance with Section 4(C) below. If such notice is not given within thirty 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. Calls for such meetings will specify the purpose for which such meeting is requested. No business, other than that specified in the call and set forth in the notice, will be considered at any special meeting.

(C) **Notice of Meetings.** Not less than seven 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 either be given by electronic mail, hand-delivered, placed on the Dwelling door, 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 will 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 will 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.

(D) Quorum and Adjournment. Except as may be otherwise provided by law or by the Amended Declaration, at any Association meeting, the Owners who are entitled to exercise ten percent of the Association's total voting power and who are in good standing at the time of the meeting (as further defined in Bylaws Article V, Section (S)) will constitute a quorum for such meeting. Owners entitled to exercise a majority of the voting power represented at a meeting of the Association, whether or not a quorum is present, may adjourn such meeting from time to time until quorum can be present. If any meeting is adjourned, notice of such adjournment need not be given if the date, time, and place to which such meeting is adjourned are fixed and announced at such meeting.

(E) 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 Association Annual Meetings will be as follows:

- (1) Calling of meeting to order;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Approval of minutes of preceding meeting;
- (4) Reports of Officers;
- (5) Reports of Committees;
- (6) Election of Inspectors of Election;
- (7) Election of Directors;
- (8) Unfinished and/or old business;
- (9) New Business; and
- (10) Adjournment.

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

Section 5 – Actions Without A Meeting. Any actions, except an action for the 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(s) will be filed with the Secretary.

ARTICLE III

BOARD OF DIRECTORS

Section 1 – Board of Directors. The Board will constitute for all purposes the Board of Directors as provided for under Ohio Revised Code Chapter 5312.

Section 2 – Number and Qualification. The number of Board members will consist of three Persons, each of whom must be an Owner or the spouse of an Owner, 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 Board member. All candidates for the Board must be in good standing with the Association at the time of the Annual Meeting or special meeting held for the election of Board members. Good standing requires that a Member not be more than thirty days delinquent in the payment of any fees and/or Assessments owed to the Association. If a Board member ceases to meet such good standing qualifications during his/her term, he/she ceases to be a member of the Board 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 3 – Nomination. Candidates must submit a written request to be placed on the ballot as a candidate for the election to the Board of Directors, provided the candidates file a letter of intent with the Secretary at least thirty days before the date of the Annual Meeting or special meeting. If a candidate is not in good standing, he/she immediately fails to qualify for the Board and he/she will not be eligible for election. A candidate need not be present at the meeting but must submit a letter prior to the meeting volunteering to be placed on the ballot.

Section 4 – Election of Directors. Except as otherwise provided in these Bylaws, the Directors will be elected at the Annual Meeting, but when the Annual Meeting is not held or Directors are not elected, they may be elected at a special meeting called and held for that purpose. Such election must be by written secret ballot and conducted in the manner set forth below in this Section. The

candidate receiving the greatest number of votes will be elected to the Board of Directors.

Section 5 – Term; Resignations; Vacancies. Except as otherwise provided, each Director will be a Board member until the expiration of his/her designated term and until his/her successor is elected, or until his/her earlier resignation, removal from office, ceases to be a Member in good standing, or death. Any Director may resign at any time by oral statement to the effect made at a Board meeting or in writing to that effect delivered to the Secretary; such resignation will take effect immediately or at such other time as the resigning Director may specify. The remaining Directors, though less than a majority of the authorized number of Directors, will, by a vote of a majority of their number, fill any vacancy for the unexpired term. Board members will be elected to serve staggered, three year terms, thereby establishing and maintaining at all times a 1-1-1 rotation.

ARTICLE IV

BOARD MEETINGS AND OTHER ISSUES

Section 1 – Board Meetings.

- (A) **Organizational Meetings.** Immediately after the Annual Meeting or special meeting held in lieu of the Annual Meeting, the newly elected Directors, and those Directors whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.
- (B) **Regular Meetings.** Regular meetings of the Board may be held periodically on such dates as the Directors may designate. No Owner other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board expressly authorizes that Owner to attend and/or participate.
- (C) **Special Meetings.** Special meetings of the Board may be held at any time upon call by the President or majority of the other Directors. Notice of the time, place, and purpose(s) of each special meeting will be given to each Director. Such notice may be given in any manner or method permitted by Ohio law and at such time so that the Director receiving it may have reasonable opportunity to attend the meeting. Such notice will, in all events, be deemed to have been proper if given as outlined in Section 1(F) below. The giving of notice will be deemed to have been waived by any Director who

attends and participates in such meeting and may be waived, in writing or electronic mail, by any Director either before or after such meeting.

(D) 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 Amended Declaration, these Bylaws, or Rules against any Owner or Occupant.

(E) 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, participate, and respond to every other Director.

(F) Notices. Written notice of the time and place of any Board meeting will be given to each Director either by personal delivery or by mail, fax, email, or telephone at least forty-eight hours before the meeting, which notice need not specify the purpose of the meeting; provided, however, that 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 will 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, regular, or special meeting.

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

(H) Quorum; Adjournment. A quorum of the Board will consist of a majority of the Directors then in office. 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 Amended Declaration or these Bylaws. A majority of the Directors present at a meeting duly held 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.

(I) **Minutes of Board Meetings.** Minutes will be taken at or for all Board meetings. Copies of the Board approved minutes, except for those taken during closed executive sessions, will be available for inspection by Owners, upon reasonable request, at the office of the Association, or as kept by the Secretary.

(J) **Actions Without A Meeting.** Except for removal of officers, in lieu of conducting a meeting, the Directors may take an action with the unanimous, written consent of the Directors, which written consent may be in electronic form, including by email or similar mode of communication permitted by Ohio law. Written confirmation signed by each Board member of the action taken without a meeting will be filed with the minutes of the Board.

Section 2 – Compensation. While serving on the Board, the Directors must not receive any salary or compensation for their services. 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.

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

unexpired term of each such removed Director. Any Director, whose removal has been proposed, will be given an opportunity to be heard at such meeting prior to the vote on his/her removal.

ARTICLE V

POWERS AND DUTIES

Section 1 – Powers. Except as otherwise provided by law, the Amended Declaration or these Bylaws, the Board of Directors will, under law, have the right, power, and authority to:

- (A) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association pursuant to the Amended Declaration, these Bylaws, and Chapter 5312, unless expressly reserved to the Membership by other provisions of these Bylaws or the Amended Declaration;
- (B) Take all actions deemed necessary or desirable to comply with all requirements of law, the Amended Declaration, and these Bylaws;
- (C) Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees to perform such duties and services as the Board may authorize;
- (D) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the Property, or that involves two or more Owners and relates to matters affecting the Property;
- (E) Enter into contracts and incur liabilities relating to the operation of the Property;
- (F) Enforce all provisions of the Amended Declaration, Bylaws, covenants, conditions, restrictions, and Articles of Incorporation governing the Property, Common Elements, Lots, and/or Dwellings;
- (G) Adopt and promulgate Rules, by written notice to the Owners, as the Board deems advisable, for:

- (1) the maintenance, conservation, and beautification of the Property;
- (2) governing the operation and use of the Property or any portion thereof;
- (3) regulating the use or occupancy of Dwellings;
- (4) regulating the maintenance, repair, replacement, modification, and appearance of Dwellings, Lots, and Common Elements when the actions regulated by those rules affect Common Elements or other Dwellings or Lots; and
- (5) establishing a procedure for levying and collecting reasonable enforcement Assessments for any infractions of the Rules, or any covenant, condition, restriction, or responsibility of the Amended Declaration or these Bylaws.

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

- (H) Purchase, acquire, encumber, lease as lessee, convey, sell, or transfer personal property, provided, if any expenses exceed twenty-five percent of the fiscal year's annual budget, the Board must obtain prior approval of the Owners entitled to exercise at least a majority of the Association's total voting power present, in person or by proxy, at any Annual or a special meeting duly held for such purposes;
- (I) Hold, in the name of the Association, real property and personal property acquired in accordance with these Bylaws;
- (J) Grant easements; leases, licenses, and concessions through, under, and/or over the Common Elements;
- (K) Purchase or otherwise acquire, lease as lessee, invest in, hold, use, encumber, sell, exchange, transfer, and dispose of real property of any description or any interest therein subject to Bylaws Article IX, Section 3;
- (L) Levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners;

(M) Impose interest and administrative late fees for the late payment of Assessments, impose returned check charges, and, pursuant to the requirements of the Amended Declaration and Chapter 5312, impose reasonable enforcement Assessments for violations of the Amended Declaration, these Bylaws, and the Rules, and reasonable charges for damage to the Common Elements or other Property;

(N) Establish, enforce, levy, and collect Assessments against Owners;

(O) Adopt and amend rules that regulate the collection of Assessments and the application of payments of delinquent Assessments;

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

(Q) Authorize entry to any portion of the Property by designated individuals when conditions exist that involve an imminent risk of damage or harm to the Common Elements;

(R) Borrow funds, assign, without limitation, the Association's right to future income, including the right to receive common Assessments and insurance proceeds, and issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents, provided that if such borrowing is in excess of \$10,000.00, the prior approval of the Members of the Association entitled to exercise a majority of the voting power of the Association must be obtained at a special meeting duly held for such purpose;

(S) Establish, in the Board's sole determination, standards, and/or procedures for the suspension of the voting rights of an Owner and/or right of the Owner and/or Occupant to use any service including, but not limited to, landscaping and/or snow removal services provided by the Association during any period in which such Owner is in default. Default means Owner is more than thirty days delinquent in the payment of any Assessment levied by the Association;

(T) Obtain insurance coverage, no less than that required in the Amended Declaration and these Bylaws;

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

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

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

Section 2 – Committees. The Board may, by resolution, provide for standing or special committees as it deems desirable, and discontinue the same at its discretion. All committee members must be Members in good standing as defined in these Bylaws Article III, Section 2. Each committee, consisting of not less than three members, will have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board. Each committee will keep full records and accounts of its proceedings and transactions. All action by any committee must be reported to the Board at its meeting next succeeding such action and will be subject to control, revision, and alteration by the Board; provided that no rights of third Persons will be prejudicially affected. Each committee will fix its own rules of procedure and will meet as provided by such rules as determined by the Board, and it will also meet at the call of the President or of any two members of the committee. Unless otherwise provided by such rules or by resolutions, the provisions of Section 1(F) of Article IV relating to the notice required to be given of special meetings of the Board will also apply to meetings of each committee. A majority of the members of a committee will constitute a quorum. Each committee may act in writing or by telephone with written confirmation, without a meeting, but no such action will be effective unless unanimous written consent by all members of the committee has been obtained. Vacancies in a committee will be filled by the Board or as it may provide.

ARTICLE VI

OFFICERS

Section 1 – Election and Designation of Officers. The Board will elect a President, Vice President, Secretary, and Treasurer, each of whom will be a member of the Board. Any two of such officers, other than that of the President, may be held by the same Person, but no officer will execute, acknowledge, or verify any instrument in more than one capacity.

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

Section 3 – Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority vote of the Directors then in office. Any officer may resign at any time by oral statement to the effect made at a Board meeting or in writing to that effect delivered to the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified, and the acceptance of such resignation will not be necessary to make it effective.

Section 4 – Duties. Unless the Board otherwise determines, the duties of the officers will be as follows:

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

(B) **Secretary.** The Secretary will keep the minutes, proceedings of meetings, and record the votes of the Board and of the Owners, will serve notice of meetings of the Board and of the Owners, as required by law or by these Bylaws, and keep appropriate current records showing the names of Owners and Occupants together with their addresses, will have authority to execute all deeds, contracts, and other obligations of the Association requiring his/her signature, and will perform such other duties as may be determined by the Board.

(C) **Treasurer.** The Treasurer will have general supervision of all finances, assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursements of such funds as directed by resolution of the Board, the keeping of proper financial books of account, the preparation of an annual budget, and a statement of income and expenditures to be presented to the 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.

Section 5 – Assistants and Other Officers. The Board may appoint such assistant and subordinate officers as it may deem desirable. Each such assistant(s) or officer(s) will hold office during the pleasure of the Board, and perform such duties as the Board may prescribe; however, such assistant(s) and officer(s) will not have any voting power.

Section 6 – Delegation of Duties. Nothing contained in these Bylaws will be construed so as to preclude the Association, through its Board and officers, from delegating to Persons, firms, or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board will, from time to time, specify and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 7 – No Compensation to Officers. None of the officers of the Association shall receive compensation for his/her services as such.

Section 8 – Fidelity Insurance or Bonds. 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 will determine the appropriate amount of such bond/insurance, taking into account the cost of the bond/insurance, the maximum amount of funds held by the Association during the fiscal year, and the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and/or similar institutions. As used in this paragraph, the term “Persons who control or disburse funds of the Association” refers to any individual with authority and/or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including but not limited to the management company’s principals and employees, and the President, Secretary, and Treasurer of the Association. Any Person who controls or disburses funds of the Association must be able to be bonded or else he/she cannot serve in that capacity.

ARTICLE VII

INDEMNIFICATION

Section 1 – In General. The Association will indemnify any member of the Board of Directors or officer of the Association or any former Director or officer of the Association and/or its or their respective heirs, executors, and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal, or civil, to which he/she is or may be made a party by reason of being or having been such Director or officer of the Association, provided it is determined that (a) such Director or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (b) such Director or officer 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 or officer 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 of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Director or officer has been successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue or matter, he/she 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; Insurance. The indemnification provided for in this Article will not be exclusive, but will be in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Amended Declaration, these Bylaws or Rules 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 will purchase and maintain insurance on behalf of any Person who is or was a Director or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Director or officer of the Association.

Section 4 – Directors and Officers Liability. The Directors and officers of the Association will not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association's indemnification will include, but not be limited to, all contractual liability to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Director or officer of the Association will mean that such Director or officer of the Association is acting only as a representative of the Association and will have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Amended Declaration or these Bylaws and/or as an Owner.

Section 5 – Cost of Indemnification. Any sum paid or advanced by the Association under this Article will constitute a Common Expense. The Board will have the power and the responsibility to raise, by Special Assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Owner arising out of the contract made by any Director or officer of the Association, or out of the aforesaid indemnity in favor of such Director or officer of the Association, 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 VIII

FISCAL YEAR

The Fiscal Year of the Association will begin of the 1st day of January of each year or on such other day as may be fixed from time to time by the Board.

ARTICLE IX

GENERAL POWERS OF ASSOCIATION

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

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

(B) **Casualty Insurance.** Premiums upon a policy(ies) of hazard and fire insurance, with extended coverage, vandalism, and malicious mischief endorsements, as provided in the Amended Declaration, in an amount equal to full insurable replacement value subject to such deductible as the Board may determine, the amount of which insurance will be reviewed annually by the Board.

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

(D) **Other Insurance.** Premiums for other insurance, including fidelity insurance or bonds, effected in accordance with the provisions of 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(s) or firm employed by the Association, including, without limitation, the services of any Person(s) 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 Amended Declaration, these Bylaws, and Rules and for the organization, operation, and enforcement of the rights of the Association.

(G) Reasonable Care of Common Elements. The cost of reasonable landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacements of the Common Elements, and such furnishings and equipment for such portions of the Common Elements, all as the Board determines are reasonably necessary and proper, and the Board will have the exclusive right and duty to acquire the same for such portions of the Common Elements.

(H) Association's Rights to Enter Owners' Lots. In addition to the provisions and requirements contained in the Amended Declaration, the Association, through its Board or duly authorized agent(s) may:

(1) Enter any Lot when necessary, in connection with any maintenance, repair, or replacement for which the Association is responsible for; or

(2) If a Lot becomes impaired, in a neglected state, or otherwise in need of repair or restoration, as solely determined by the Board; or

(3) To correct any violation of the Amended Declaration or Rules, the Association, its Directors and officers, and/or agents will not be deemed guilty in any manner of trespass; or

(4) If such maintenance, repair, or replacement is necessary to correct any violation and the responsible Owner has failed or refused to perform such maintenance, repair, or replacement or to correct the violation within a reasonable amount of time, as determined by the Board, after written notice of the necessity has been hand delivered or mailed to such Owner, the Association may perform such services; provided that the Association will levy an Assessment against such Owner for the cost of such maintenance, repair, or replacement unless otherwise provided in the Amended Declaration.

(I) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may, in the opinion of the

Board of Directors, constitute a lien against the Property or any part thereof and which arose by virtue of the Board's authorization or direction, it being understood, however, that the foregoing authority will not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien or for the work or labor authorized or directed by the Board, the Association may pay or otherwise discharge the lien, but the responsible Owner(s) will be jointly and severally liable for the costs and expenses of discharging it, and any costs and expenses incurred by the Association by reason of said lien(s) will be specially assessed against such Owner(s).

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

Section 2 – No Active Business to be Conducted for Profit. Nothing contained in the Amended Declaration and/or these Bylaws 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.

Section 3 – Acquisition, Sale or Exchange of Real Property. Whenever the Board determines to acquire, sell, or exchange real property or any interest therein, the Board will submit such acquisition, sale, or exchange to a vote of the Owners and, upon the affirmative vote of the Owners entitled to exercise not less than seventy-five percent of the Association's total voting power, the Board may proceed with such acquisition, sale, or exchange, in the name of the Association and on behalf of all Owners, and the costs and expenses incident to such acquisition, sale, or exchange will constitute part of the Common Expenses.

Section 4 – Special Services. The Board may arrange for the provision of any special services and facilities for the benefit of such Owners, as desired, to pay for the same, including, without limitation, cleaning, repairing, and maintaining Lots or exterior surfaces of Dwellings or provide recreational, educational, or any other concessions. Fees for such special services and facilities will be determined by the Board and may be charged directly to participating Owners, or paid from the Common Expenses and levied as a special Assessment due from the participating Owners. In the event that any special services create a surplus,

these funds will be added to the maintenance or reserve funds, as the Board so determines.

Section 5 – Utility Contracts. In addition to the authority provided for in Article IX, Section 1(A) of these Bylaws, the Board, on behalf of the Association and the Owners, individually and collectively, may negotiate and enter into contracts or other agreements with any utility service provider to provide for such services and service rates as the Board determines is in the best interest of the Association and/or Owners as a whole, whether or not such services are included and/or paid for as a Common Expense or paid directly by the Owners.

Section 6 – Insured Contractors. For any work or services to be performed on the Property, the Association will only retain and contract with licensed (as required by the State of Ohio or the City of Bellbrook) contractors, Persons, firms, and other entities that maintain and keep workers' compensation and liability insurance in such minimum amounts as may be required by the State of Ohio, the City of Bellbrook, and/or the Board.

Section 7 – Applicable Laws.

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

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

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

ARTICLE X

ASSESSMENTS

Section 1 – Determination of Assessments. The Board will fix and determine from time to time the sum(s) necessary and adequate for the Common Expenses and reserves. Common Expenses will include expenses for the operation, maintenance, repair, or replacement of the Common Elements, and such other parts of the Property as provided for in the Amended Declaration, the carrying out of the powers and duties of the Association, the items enumerated in Article IX above, and any other expenses designated from time to time by the Board as Common Expenses. Funds for the payment of Common Expenses will be assessed against the Owners in the manner and proportions and payable as provided in the Amended Declaration and these Bylaws. Special Assessments, if any should be required by the Board, will be levied and paid in the manner as directed by the Board.

Section 2 – Notice and Payment of Assessments. When the Board has determined the amount of any Assessment, a statement of the Assessment will be hand delivered or mailed to each of the affected Owners. All Assessments will be payable to the Association. The Association may provide Owners the opportunity for electronic, automatic monthly payments of their Operating Assessment if the Board determines it is in the best interest of the Association; however, the Association will not accept post-dated payments. Assessments will be made against Owners in an amount no less than required to provide funds in advance for payment of all of the anticipated current Common Expenses and for all of the unpaid Common Expenses previously incurred.

Section 3 – Obligation to Pay Assessments. The obligation to pay any Assessment is a separate and independent covenant on the part of each Owner, is and will be a charge on such Lot, and will be a continuing lien upon the Lot against which each Assessment is made until paid in full. No diminution or abatement of Assessments or setoff will be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Amended Declaration or Bylaws, or for inconvenience, discomfort, or dislocation arising from the making of repairs or improvements that are the responsibility of the Association or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. No Owner may exempt himself/herself from liability for Assessments by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of his/her Dwelling or Lot, or for any other reason.

Section 4 – Preparation of Budget; Operating Assessments.

(A) On or before the 1st day of November of each year, the Board will prepare a budget, which will be based on the estimate of the total amount (“the estimated cash requirements”) that will be required during the ensuing fiscal year to pay the Common Expenses and to provide a reserve for contingencies and replacements (“Operating Assessment”). Any budget will include reserves in an amount adequate to repair and replace major capital items in the normal course of operations, without the necessity of special Assessment(s), unless the Owners, exercising no less than a majority of the voting power of the Association, waive the reserve requirement annually.

(B) On or before December 1st of each year, the Board will notify each Owner in writing of the amount of such next year’s estimated budget with reasonable itemization. Said estimated cash requirement will be assessed to the Owners in accordance with the provisions of the Amended Declaration and these Bylaws. Such Operating Assessment will be due and payable by each Owner as stipulated by the Board.

(C) If the estimated cash requirement is insufficient for any reason, including the non-payment by any Owner of his/her share of the operating Assessment, the Association may, at any time, prepare an adjusted estimate and levy additional Assessments, which will be assessed to all Owners. The Association will give written notice of any such additional Assessments, to all Owners, stating the amount, the reasons, and the time when the same will be payable, which will not be less than ten days after the mailing of such notice, or, if the same is not mailed, the delivery of such notice. All Owners will be obligated to pay the amount as so adjusted.

(D) If, at any time, the Board determines that the Association has collected an amount in excess of the amount required for actual Common Expenses and reserves in any year, such amount will, at the Board’s sole discretion, either be credited promptly after the same has been determined to the monthly installments next due from Owners under the current year’s Assessment until exhausted or applied toward reserves.

Section 5 -Reserve for Contingencies and Replacements. The Board will establish and maintain for the Association a capital reserve fund as provided for in Chapter 5312. The Board, on the Association’s behalf and in the exercise of its sole business judgment, will build up and maintain a reasonable reserve for contingencies and to finance the cost of major repair or replacement of the components of the Common Elements. The reserve is to be funded by the portion of the operating Assessment earmarked in the budget for the reserve, provided that the amount set aside

annually for reserves will not be less than the amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special Assessments, unless the reserve requirement is waived annually by the Owners exercising not less than a majority of the Association's voting power. Any interest earned on the reserve fund accounts will be accumulated in the reserve account. Upon the sale of a Lot by any Owner, such Owner will neither have rights to any portion of the funds in the reserve account nor will any such Owner have any claim against the Association with respect thereto.

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

Section 7 – Special Assessments for Capital Improvements. Notwithstanding anything in these Bylaws or in the Amended Declaration, which authorizes expenditures, no single expenditure will be made by the Association for any material additions, alterations, or improvements (as distinguished from maintenance, repair, or replacement) of the Common Elements or for the purchase or lease of any Dwelling and/or Lot by the Association, exceeding in total cost twenty-five percent of that fiscal year's annual budget without, in each case, having the prior approval of the Owners entitled to exercise at least a majority of the Association's total voting power present, in person or by proxy, at any Annual Meeting or a special meeting duly held for such purposes. If such approval is obtained, the Board will proceed with such additions, alterations, or improvements and will assess all Owners for the cost as a Common Expense or a special Assessment. The limitations on expenditures by the Association contained in this Section 6 will in no event apply to repair or replacement of the Common Elements due to casualty loss, to emergency repairs immediately necessary for the preservation and safety of the Property or Common Elements, to maintain compliance with any applicable local, state, or federal codes, ordinances, laws, rules, or regulations, or to avoid suspension of any necessary services or for the safety of any Person(s).

Section 8 – Books and Records.

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

(B) The Board may adopt Rules establishing reasonable standards for the examination and copying of the Association's Records, which may include, without limitation, standards and limitations governing the type of documents that are subject to examination and/or copying, limitations on the use and distribution of such records, the times and locations at which the documents may be examined or copied, and a reasonable fee for the examination and/or copying of the documents. In the absence of any Rules, any Owner or his/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 and the provisions of Chapter 5312. Within ten days of a written request to the Board and upon payment of a reasonable fee, any Owner will be furnished a statement of his/her account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner.

(C) The Association will not permit examining and/or copying of any of the following from books, records, or minutes, unless expressly approved by the Board:

(1) Information that pertains to Property-related personnel matters;

(2) Communications with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation or other Property-related matters;

(3) Information that pertains to contracts or transactions currently under negotiation or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(4) Information that relates to the enforcement of the Amended Declaration, these Bylaws, or Rules against an Owner(s); or

(5) Information that federal or state law prohibits from disclosing.

Section 9 – Status of Funds Collected by Association. All funds collected will be held and expended solely for the purposes designated in the Amended Declaration, these Bylaws, or Ohio law, 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 of the Owners. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund, bank, or investment accounts as determined by the Board.

Section 10 – Annual Review. The books of the Association will be reviewed once a year by the Board, and such review must be completed prior to each Annual Meeting. If requested by a majority of the Board, such review will be made by a Certified Public Accountant. In addition, at any time upon the request of Owners holding fifty percent or more of the voting power of the Association, the Board will cause a review of the books of the Association to be made by a Certified Public Accountant; any such review will be at the expense of the Association. Finally, if seventy-five percent of the Board or Owners holding seventy-five percent or more of the voting power of the Association will request a certified audit, such audit will be conducted at the expense of the Association.

ARTICLE XI

AMENDMENTS

These Bylaws may be amended by the affirmative, written vote of the Owners, exercised at a meeting or without a meeting by signed, written consent, entitled to exercise not less than a majority of the voting power of the Association. Upon the adoption of any amendment, the President will file with the Recorder of Greene County an instrument executed with the same formalities, containing the amendment being made, the volume and pages of the original being amended, and the manner of the adoption of the amendment.