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**COLLEEN M. SWEDYK
MEDINA COUNTY RECORDER
MEDINA, OH
RECORDED ON
02/03/2017 10:27 AM**

**REC FEE: 292.00
PAGES: 35
DOC TYPE: AMEND/BY-LAW**

MEDINA COUNTY RECORDER

COLLEEN M. SWEDYK

(DO NOT REMOVE THIS COVER SHEET.
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AMENDED BYLAWS

OF

THE RESERVE OF MEDINA HOMEOWNERS' ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE BYLAWS OF THE RESERVE HOMEOWNERS' ASSOCIATION RECORDED AT O.R. 434, PAGE 106 ET SEQ. AND THE AMENDED BUILDING AND DEVELOPMENT RESTRICTIONS FOR THE RESERVE RECORDED AT INSTRUMENT NO. 2002OR044192 OF THE MEDINA COUNTY RECORDS.

AMENDED BYLAWS OF
THE RESERVE OF MEDINA HOMEOWNERS' ASSOCIATION

WHEREAS, the Bylaws of The Reserve Homeowners' Association (the "Bylaws") were recorded at Medina County Records, OR 434, Page 106 et seq., and

WHEREAS, The Reserve of Medina Homeowners' Association (the "Association") is a corporation consisting of all Owners in the Reserve of Medina and as such is the representative of all Owners, and

WHEREAS, Bylaws Article XIII 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 December 12, 2016, and, at such meeting and any adjournment, Owners representing at least 50% of the Owners present at the meeting 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 73.3% of the Association's voting power, present at the meeting in person or by proxy, together with the minutes from said meeting and any continuation thereof, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 73.3% of the Association's voting power, present at the meeting in person or by proxy, authorizing the Association's officers to execute the Amendment on their behalf, and

WHEREAS, the proceedings necessary to amend the Bylaws as required by the Bylaws have in all respects been complied with.

NOW THEREFORE, the Bylaws of The Reserve Homeowners' Association are amended by the following:

A) DELETE BYLAWS Pages 1 through 8, as originally recorded at Volume O.R. 148, Page 136 et seq. and as subsequently amended at Office Record 434, Page 106 et seq. in Medina County Records.

B) INSERT new AMENDED BYLAWS PAGES 1 through 24, as attached hereto and as if fully rewritten.

C) Any conflict between the provisions of the Amended Bylaws as contained in this amendment and the Bylaws as previously recorded in Medina County Records Volume O.R. 148, Page 136 et seq, and Office Record 434, Page 106 et seq. are to be interpreted in favor of the provisions of this amendment. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, 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 amendment.

The Reserve of Medina Homeowners' Association has caused the execution of this instrument this 19th day of January, 2017.

THE RESERVE OF MEDINA HOMEOWNERS' ASSOCIATION


By: *Vicky Nann*
VICKY NANN, its President

By: *Suellen Oswald*
SUELLEN OSWALD, its Secretary

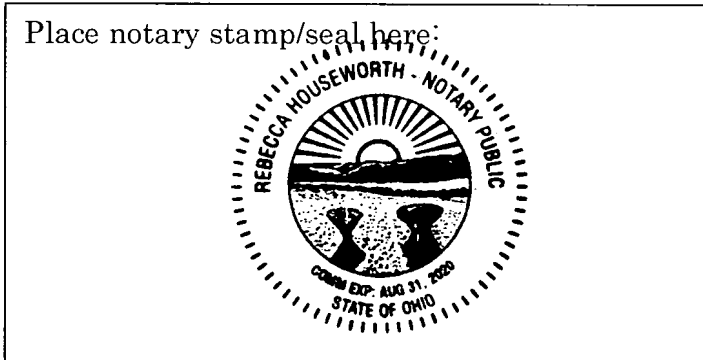
STATE OF OHIO)
)
COUNTY OF Medina) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Reserve of Medina Homeowners' Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 3 of 11, 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.

I have set my hand and official seal in Medina, Ohio, this 19th day of January, 2017.



Rebecca Houseworth
NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650
ohiohoalaw.com

THE RESERVE

The Reserve, situated in the Township of Medina, the County of Medina, and the State of Ohio and known as being Sublots 1 through 10, 10A, 11 through 47, 47A, 48 through 53, 53A, 53B, 54 through 97, 99 through 147, 150C, 151 through 159, 161A, 162A, 163A, 164 through 188, and Blocks A and B in Lots 70, 71, 75, and 76.

Sublot	Parcel Number	Phase	
151	026-06D-23-002	III-A	
158	026-06D-23-003	III-A	
159	026-06D-23-004	III-A	
174	026-06D-23-006	III-B	
175	026-06D-23-007	III-B	
176	026-06D-23-008	III-B	
177	026-06D-23-009	III-B	
178	026-06D-23-010	III-B	
47A	026-06D-27-002	I	
47	026-06D-27-003	I	
48	026-06D-27-004	I	
145	026-06D-27-008	III-A	
146	026-06D-27-009	III-A	
147	026-06D-27-010	III-A	
69	026-06D-27-014	II-A	
150C	026-06D-27-049	III-A	REPLAT #3
52	026-06D-28-001	I	
53B	026-06D-28-002	I	
53	026-06D-28-003	I	
53A	026-06D-28-004	I	
54	026-06D-28-005	I	
58	026-06D-28-006	I	
59	026-06D-28-010	II-A	
60	026-06D-28-011	II-A	
61	026-06D-28-012	II-A	
62	026-06D-28-013	II-A	
63	026-06D-28-014	II-A	
64	026-06D-28-015	II-A	

Sublot	Parcel Number	Phase
65	026-06D-28-016	II-A
66	026-06D-28-017	II-A
67	026-06D-28-018	II-A
68	026-06D-28-019	II-A
70	026-06D-28-021	II-A
71	026-06D-28-022	II-A
72	026-06D-28-023	II-A
73	026-06D-28-024	II-A
74	026-06D-28-025	II-A
75	026-06D-28-026	II-A
76	026-06D-28-027	II-A
77	026-06D-28-028	II-A
78	026-06D-28-029	II-A
79	026-06D-28-030	II-A
80	026-06D-28-031	II-A
81	026-06D-28-032	II-A
82	026-06D-28-033	II-A
83	026-06D-28-034	II-A
84	026-06D-28-035	II-A
85	026-06D-28-036	II-A
86	026-06D-28-037	II-A
87	026-06D-28-038	II-A
88	026-06D-28-043	II-B
89	026-06D-28-044	II-B
90	026-06D-28-045	II-B
91	026-06D-28-046	II-B
92	026-06D-28-047	II-B
93	026-06D-28-048	II-B
95	026-06D-28-050	II-B
96	026-06D-28-051	II-B
97	026-06D-28-052	II-B
98	026-06D-28-053	II-B
109	026-06D-28-054	II-C
110	026-06D-28-055	II-C
132	026-06D-28-056	II-C
133	026-06D-28-057	II-C
99	026-06D-28-058	II-B

Sublot	Parcel Number	Phase
100	026-06D-28-059	II-B
101	026-06D-28-060	II-B
102	026-06D-28-061	II-B
103	026-06D-28-062	II-B
104	026-06D-28-063	II-B
105	026-06D-28-064	II-B
106	026-06D-28-065	II-B
107	026-06D-28-066	II-B
108	026-06D-28-067	II-B
134	026-06D-28-068	III-A
135	026-06D-28-069	III-A
136	026-06D-28-070	III-A
137	026-06D-28-071	III-A
138	026-06D-28-072	III-A
139	026-06D-28-073	III-A
140	026-06D-28-074	III-A
141	026-06D-28-075	III-A
142	026-06D-28-076	III-A
143	026-06D-28-077	II-B
144	026-06D-28-078	III-A
153	026-06D-28-079	III-A
154	026-06D-28-080	III-A
155	026-06D-28-081	III-A
156	026-06D-28-082	III-A
157	026-06D-28-083	III-A
164	026-06D-28-088	III-A
165	026-06D-28-089	III-A
166	026-06D-28-090	III-A
167	026-06D-28-091	III-A
BLOCK A	026-06D-28-092	II-B
152	026-06D-28-099	III-A
161A	026-06D-28-101	III-A
162A	026-06D-28-102	III-A
163A	026-06D-28-103	III-A
168	026-06D-28-118	III-B
169	026-06D-28-119	III-B
170	026-06D-28-120	III-B

Sublot	Parcel Number	Phase
171	026-06D-28-121	III-B
172	026-06D-28-122	III-B
173	026-06D-28-123	III-B
179	026-06D-28-124	III-B
180	026-06D-28-125	III-B
181	026-06D-28-126	III-B
182	026-06D-28-127	III-B
183	026-06D-28-128	III-B
184	026-06D-28-129	III-B
185	026-06D-28-130	III-B
186	026-06D-28-131	III-B
187	026-06D-28-132	III-B
188	026-06D-28-133	III-B
94	026-06D-28-148	II-B
111	026-06D-29-012	II-C
112	026-06D-29-013	II-C
113	026-06D-29-014	II-C
114	026-06D-29-015	II-C
115	026-06D-29-016	II-C
116	026-06D-29-017	II-C
117	026-06D-29-018	II-C
118	026-06D-29-019	II-C
119	026-06D-29-020	II-C
120	026-06D-29-021	II-C
121	026-06D-29-022	II-C
122	026-06D-29-023	II-C
123	026-06D-29-024	II-C
124	026-06D-29-025	II-C
125	026-06D-29-026	II-C
126	026-06D-29-027	II-C
127	026-06D-29-028	II-C
128	026-06D-29-029	II-C
129	026-06D-29-030	II-C
130	026-06D-29-031	II-C
131	026-06D-29-032	II-C
41	026-06D-32-008	I
42	026-06D-32-009	I

Sublot	Parcel Number	Phase
43	026-06D-32-010	I
44	026-06D-32-011	I
45	026-06D-32-012	I
46	026-06D-32-013	I
49	026-06D-32-014	I
50	026-06D-32-015	I
51	026-06D-32-016	I
34	026-06D-32-017	I
33	026-06D-32-018	I
32	026-06D-32-019	I
31	026-06D-32-020	I
30	026-06D-32-021	I
29	026-06D-32-022	I
28	026-06D-32-023	I
27	026-06D-32-024	I
26	026-06D-32-025	I
2	026-06D-32-027	I
1	026-06D-32-028	I
25	026-06D-32-040	I
25	026-06D-32-041	I
BLOCK B	026-06D-32-043	I
3	026-06D-32-073	I
55	026-06D-33-001	I
56	026-06D-33-002	I
57	026-06D-33-003	I
16	026-06D-33-004	I
15	026-06D-33-005	I
14	026-06D-33-006	I
13	026-06D-33-007	I
12	026-06D-33-008	I
11	026-06D-33-009	I
10	026-06D-33-010	I
10A	026-06D-33-011	I
9	026-06D-33-012	I
8	026-06D-33-013	I
7	026-06D-33-014	I
6	026-06D-33-015	I

Sublot	Parcel Number	Phase
5	026-06D-33-016	I
4	026-06D-33-017	I
24	026-06D-33-019	I
23	026-06D-33-020	I
22	026-06D-33-021	I
21	026-06D-33-022	I
20	026-06D-33-023	I
19	026-06D-33-024	I
18	026-06D-33-025	I
17	026-06D-33-026	I
40	026-06D-33-027	I
39	026-06D-33-028	I
38	026-06D-33-029	I
37	026-06D-33-030	I
36	026-06D-33-031	I
35	026-06D-33-032	I
3	026-06D-33-046	I

**AMENDED BYLAWS OF
THE RESERVE OF MEDINA
HOMEOWNERS' ASSOCIATION**

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**AMENDED BYLAWS OF
THE RESERVE OF MEDINA HOMEOWNERS' ASSOCIATION**

These Amended Bylaws of The Reserve of Medina Homeowners' Association (the "Amended Bylaws") shall, effective on the date that they are filed with the Medina County Recorder, supersede all prior bylaws, including but not limited to the Bylaws of The Reserve Homeowners' Association filed for record May 18, 1988 and recorded in OR Volume 434, Page 106 of the Medina County, Ohio Official Records. The purpose of these Amended Bylaws is to provide for the operation and governance of The Reserve of Medina Homeowners' Association, an Ohio nonprofit corporation (the "Association"), and to provide for the use and government of the Property (the "Property") subject to the provisions of The Amended Building and Development Restrictions for The Reserve (the "Restrictions"). All present or future Owners, Occupants, guests, or tenants, or their employees, or any other Person who might use the facilities of the Subdivision in any manner are subject to the covenants, provisions, and regulations contained in the Restrictions and these Amended Bylaws and are subject to any restriction, condition, or regulation hereafter adopted by the Association, through its Board of Directors or otherwise. The acquisition or rental of any of the Dwellings and/or Lots located within the Subdivision described in the Restrictions, or the act of occupancy of any of the Dwellings will constitute acceptance and ratification of the Restrictions and these Amended Bylaws.

**ARTICLE I
DEFINITIONS**

Capitalized terms used in these Amended Bylaws have the following meaning and if not defined below or in the Restrictions, the meaning ascribed to such term as it first appears in these Amended Bylaws. The following terms used are defined as follows:

Section 1. "Amended Bylaws" means these Bylaws of the Association attached to and made a part of the Amended Building and Development Restrictions as may be amended from time to time.

Section 2. "Assessment" means the determination of the share of Common Expenses, including reserves, and other charges levied against the Owner(s) which, from time to time, will be payable by each Owner as determined in accordance with these Amended Bylaws and the Rules. The term "other charges" includes, without limitation:

- (A) costs, expenses, and charges for maintenance, repairs, and replacements made by the Association that were the obligation or responsibility of the Owner to make;
- (B) any special charges made by the Association to the Owner for special services or facilities rendered to the Owner or his Dwelling and/or Lot;

- (C) special or extraordinary uses or expenditures attributable to such Owner;
- (D) damages or enforcement Assessments resulting from the failure of the Owner or any Occupant of the Dwelling to comply with any of the covenants, conditions, obligations, or Restrictions contained in the Restrictions, Amended Bylaws, and/or the Rules, together with the costs including court costs, reasonable attorneys' fees, and paralegal fees of any action to obtain injunctive or other necessary relief against such noncompliance;
- (E) any other charges or Assessments permitted by the Restrictions or the Amended Bylaws to be made against the Owner;
- (F) reasonable costs of collection of any unpaid Assessments, enforcement Assessments, charges (including court costs, reasonable attorneys' fees, and paralegal fees), interest, and reasonable monthly administrative late charges.

Section 3. "Annual Assessment" means the share of the estimated cash requirement levied against the Owner(s) to pay for the Common Expenses, including reserves, for the ensuing calendar year in accordance with the Restrictions and these Amended Bylaws.

Section 4. "Special Assessment" means the share of the Common Expenses or other charges levied against the Owner(s) to pay for special or specific projects or expenses not provided for in the estimated cash requirement for the ensuing year, which is to be paid in a lump sum and/or monthly installments over one or more years as the Board determines.

Section 5. "Association" means The Reserve of Medina Homeowners' Association, an Ohio incorporated, nonprofit corporation consisting of all the Owners, which administers and operates the Subdivision.

Section 6. "Board of Directors" or "Board" means the four elected officers (president, vice president, secretary, treasurer) and an elected board member at large.

Section 7. "Chapter 5312" means Chapter 5312 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

Section 8. "Common Elements" means any property that the Association holds in fee or has use of pursuant to a lease or easement.

Section 9. "Common Expenses" means those expenses designated as Common Expenses in Chapter 5312, in the Restrictions, these Amended Bylaws, and the following:

- (A) all sums lawfully assessed against the Owners by the Association;
- (B) expenses, rentals, charges, payments, and obligations of the Association incurred in the operation, administration, maintenance, repair, replacement, and improvement of the Common Elements and such other parts of the Subdivision as provided for in the Restrictions and reserves established for such purposes;

(C) expenses, charges, and costs of utility services furnished to the Common Elements;

(D) expenses determined from time to time to be Common Expenses by the Board.

Section 10. "Director(s)" mean that Person or those Persons serving, at the time pertinent, as a director(s) of the Association and serving in the capacity of a member of the Board of Directors.

Section 11. "Dwelling" means a detached building or any portion of a building situated within the Subdivision or Premises or any that is designed and intended for use and occupancy for residential purposes by a single household or family.

Section 12. "Lot" means a tract of land that has a separate parcel number assigned by the County Auditor, and is occupied or intended to be occupied by a Dwelling.

Section 13. "Occupant(s)" means the Person or Persons who lawfully occupy a Dwelling or any part of the Dwelling.

Section 14. "Owner" means a Person or Persons, natural or artificial, who owns a fee simple title to any Lot in the Subdivision or Premises. "Owner" does not include any Person that has an interest in a Lot solely as security for the performance of an obligation.

Section 15. "Person" means a human being, a corporation, partnership, trust or any other legal entity to which the law attributes the capacity of having rights and duties.

Section 16. "Premises" means the land described in Amended Building and Development Restrictions for The Reserve recorded in Instrument No. 20020R044192 of the Medina County records.

Section 17. "Restrictions" means the recorded instrument entitled "Amended Building and Development Restrictions for The Reserve" or as amended.

Section 18. "Rules" means such Rules and regulations governing the operation and use of or any portion of the Subdivision and Dwellings and Lots as the Board may from time to time adopt.

Section 19. "Subdivision" means The Reserve Subdivision (Phases I, II, and III), which plat is recorded in Plat Volume 19, Page 218 et seq., as amended, of Medina County Map Records.

ARTICLE II NAME AND LOCATION

Section 1. Name of the Association. The name of the Association is "The Reserve of Medina Homeowners' Association," an Ohio nonprofit corporation, created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio.

Section 2. Location of Office. The office of the Association will be located in Medina Township, County of Medina, State of Ohio, or 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 Board member's term, whether by resignation, removal, or otherwise, such Board member has an affirmative duty and responsibility to contact the succeeding Board member to arrange for the delivery of all Association books and records from the outgoing Board member's Dwelling to the respective incoming or succeeding Board member's Dwelling within 10 business days of the such change of Board position.

ARTICLE III THE ASSOCIATION

Section 1. Membership. When a Person or entity acquires title to a Lot or Dwelling within the Subdivision, the Person or entity will become an Owner and will automatically become a member of the Association ("Member"), except that any such Person or entity who holds such interest merely as a security for the performance of an obligation will not be 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. Subject to Article VI, Section 1(R) below, disbursement of information, Reserve Directories and invitations to Association functions will be limited to members in good standing. 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.

Section 2. Voting Rights. Subject to Article VI, Section 1(R) below, there will be one vote for each of the Lots comprising the Property. If two or more contiguous Lots comprise one address ("Address"), the Owner(s) of those contiguous lots shall have only one vote. If more than one Person owns a Lot, they are 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 the Lot owned or held in the name of a corporation, partnership, fiduciary or nominee, a certificate signed by the Owner(s) 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 not 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.

Section 3. Voting Methods.

(A) 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, 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 will be revocable at any time by actual notice to the Board by the Owner(s) making such designation.

(B) Procedure for Board Elections. For the election of Directors to the Board, the following procedure will be used:

(i) The Directors and their office shall be elected by the members in good standing, at the annual meeting, from a list of nominees for each office, submitted by the nominating committee, and any nominations from the Members in attendance at that meeting.

(ii) The Board must appoint Inspectors of Election consisting of at least three persons, at least two of whom must be Owners, but none of whom may be related to any nominee for the Board or a resident of a Dwelling owned by any nominee for the Board ("Election Committee"). The Election Committee is responsible for counting of all ballots, verifying the results of the election, and providing such results to the Chair of the meeting to announce prior to the end of the election meeting. The Board is responsible to adopt a procedure for the Election Committee to verify that no more than one vote per Address has been cast and to ensure that the counting of the ballots is done in such a manner that the vote of any Owner is not disclosed to anyone, including the Election Committee. The Election Committee may commence the counting of votes after the Annual or other Association election meeting is called to order.

(iii) Ballots received after nominations have been closed at the said Annual or other Association election meeting will be held invalid.

Section 4. Meetings of the Association.

(A) Annual Meeting. The Association's Annual Meeting will be held for the election of Directors to the Board and their office, approval of the budget, 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 first quarter of each calendar 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 one-fourth 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(C) below. If such notice is not given within 30 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) 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 Amended Bylaws to give such notice. Such notice will be given by electronic mail, hand-delivered, or sent by regular U.S. mail, first-class postage prepaid, or similar mode of communication permitted by Ohio law to each Association member who is an Owner of record. If mailed, the notice will be addressed to the Owners at their respective addresses as they appear on the Association's records.

(D) Quorum and Adjournment. Except as may be otherwise provided by law or by the Restrictions, at any Association meeting, a quorum at each annual or special meeting shall be attendance of not less than 50% of the Owners in good standing [subject to Amended Bylaws Article VI, Section 1 (R)]. Written proxy votes will be included in determining the quorum.

(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:

- (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) Appointment of Inspectors of Election;
- (vii) Election of Directors;
- (viii) Unfinished and/or old business;
- (ix) New Business; and
- (x) 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) must be filed with the Secretary.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number and Qualification. The Board of Directors will consist of five Persons, namely four elected officers and an elected board member at large, 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, in which case 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 the member not be more than 30 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 will cease 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 2. Nomination. Nominations for the election of Directors to be elected by the Owners will be made in accordance with Bylaws Article III, Section 3(B).

Section 3. Election of Directors. Except as otherwise provided in these Amended Bylaws, the Directors will be elected at the Annual Meeting. Such election will be by written secret ballot and conducted in the manner set forth below in this Section and other provisions of the Amended Bylaws. The candidates receiving the greatest number of votes will be elected to the Board of Directors.

Section 4. Term; Resignations; Vacancies. Except as otherwise provided, each Director must 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 with agreement of the board. 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. Board members will be elected to serve staggered, two year terms, thereby establishing and maintaining at all times a 3-2 rotation.

Section 5. 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 must be submitted to the Owners for approval by a majority of the disinterested Owners.

Section 6. Removal of Directors. Except as otherwise provided in these Amended 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, or convicted of a felony, or not a member in good standing as defined in Section 2 above, or involved in any legal action against the Association or fails to attend 3 consecutive meetings of the Board without just cause. The remaining Directors, must, 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 is 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 2/3rds 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 BOARD MEETINGS

Section 1. Regular Meetings. Regular meetings of the Board may be held periodically on such dates as the Directors may designate but at least every three months. Owners interested in attending and/or participating in a meeting of the Board of Directors are welcome in accordance with Ohio Revised Code 5312.04 (F).

Section 2. 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 must 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 5 below.

Section 3. 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 Restrictions, these Amended Bylaws, or Rules against any Owner. Executive session minutes are not available for inspection and/or copying.

Section 4. 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 5. Notices. 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, telephone, or similar mode of communication permitted by Ohio law at least 48 hours before the meeting.

Section 6. Voting Power. Each Director will have one vote. The vote of a majority of the Directors voting on any matter that may be determined by the Board present at a duly called and noticed meeting at which a quorum is present will be sufficient to determine any matter.

Section 7. Quorum. 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 must be determined by a majority vote of those present.

Section 8. Minutes of Board Meetings. Minutes must 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.

Section 9. 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 must be filed with the minutes of the Board.

ARTICLE VI POWERS AND DUTIES

Section 1. Powers and Duties. Except as otherwise provided by law, the Restrictions or these Amended Bylaws, the Board of Directors has 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 Restrictions, these Amended Bylaws, and Ohio Revised Code 5312 unless expressly reserved to the membership by other provisions of these Amended Bylaws or the Restrictions;
- (B) take all actions deemed necessary or desirable to comply with all requirements of law, Restrictions and these Amended Bylaws;
- (C) retain and release 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 Common Elements;
- (E) enter into contracts and incur liabilities relating to the operation of the Common Elements;
- (F) enforce all provisions of the Restrictions, these Amended Bylaws, covenants, conditions, Restrictions, Rules, and Articles of Incorporation governing the Common Elements, Lots, and/or Dwellings;
- (G) adopt and promulgate Rules, by written notice to the Owners, as the Board deems advisable:
 - (i) to regulate 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;
 - (ii) to establish a procedure for levying and collecting reasonable enforcement Assessments for any infractions of the Rules, or any covenant, condition, Restrictions, or responsibility of the Restrictions or these Amended Bylaws; and
 - (iii) in the event such Rules conflict with any provisions of the Restrictions or these Amended Bylaws, the provisions of the Restrictions and these Amended Bylaws will govern.
- (H) purchase, acquire, encumber, lease as lessee, convey, sell, or transfer personal property;

- (I) hold in the name of the Association real property and personal property acquired in accordance with these Amended Bylaws;
- (J) grant easements and leases, through, under, and/ or over the real and personal property that the Association holds in fee;
- (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 Amended Bylaws Article X, Section 4;
- (L) impose interest and administrative late fees for the late payment of Assessments, impose returned check charges, and, pursuant to the requirements of the Restrictions and Ohio law, impose reasonable enforcement Assessments for violations of the Restrictions, these Amended Bylaws, and the Rules, and reasonable charges for damage to the Common Elements;
- (M) establish, enforce, levy, and collect Assessments against Owners;
- (N) adopt and amend Rules that regulate the collection of Assessments and the application of payments of delinquent Assessments;
- (O) cause to be filed for record a lien against a Lot where the Owner fails to pay any Assessment(s) when due and payable, it will be a continuing lien upon the Lot against which each Assessment is made until paid in full and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association;
- (P) impose reasonable charges to the Owner for preparing, recording, or copying the Restrictions, these Amended Bylaws, or amendments, 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 Common Elements;
- (R) establish, in the Board's sole determination, standards, and/or procedures for the suspension of the voting rights of an Owner during any period in which such Owner will be in default. Default means the Owner is not in "good standing" which means an Owner is more than 30 days delinquent in the payment of any Assessment levied by the Association;
- (S) borrow monies from time to time, provided, however, that prior to borrowing more than 25% of the year's budget in total the Board shall first obtain the approval of a majority of Owners;
- (T) obtain insurance coverage no less than that required in the Restrictions and these Amended Bylaws;

(U) pay the taxes and Assessments levied against property owned by the Association before they become delinquent; and

(V) do all things permitted by law and exercise all power and authority within the purposes stated in the Restrictions or incidental thereto.

Section 2. Standing Committees. The Board may, by resolution, provide for standing or special committees to advise the Board as it deems desirable and discontinue the same at its discretion. All committee members must be members in good standing as defined in these Amended Bylaws Article IV, Section 1. Each active committee, consisting of at least one Owner, including the Chairperson, will have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board. The Chairperson(s) will be appointed by the Board. Each committee will keep full records and accounts of its proceedings and transactions. All action by any committee will be reported to the Board at the next Board meeting and will be subject to control, revision, and alteration by the Board. Vacancies in an active committee will be filled by the Board as it may provide.

ARTICLE VII OFFICERS AND BOARD MEMBER AT LARGE

Section 1. Term of Office. The term of the officers and member at large will be two years. Board members will be elected to serve staggered, two year terms, thereby establishing and maintaining at all times a 3-2 rotation. The first election (2017) shall elect the President and Board Member at Large for an initial one-year term, and the Vice President, Secretary, and Treasurer for a two-year term. The following year, the President and Board Member at Large shall be elected to a two-year term. Thereafter, each officer will be elected to a two-year term.

Section 2. Duties. Unless the Board otherwise determines, the duties of the Board of Directors 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 have such other authority and perform such other duties as may be determined by the Board or otherwise provided for in the Restrictions or these Amended Bylaws.

(B) Vice President. The Vice President will perform all the duties of the President whenever the President is unable to act and will have such other authority and perform such other duties as may be determined by the Board. At the request of the President, or in his/her absence or disability, the Vice President will

perform all the duties of the President, and, when so acting, will have all the power of the President with like authority of the President.

(C) 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 Amended 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.

(D) 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 meeting 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 check(s) and monetary withdrawals over \$800.00 must have dual signatures of the Board members, unless otherwise directed by a fidelity bond company. All check(s) under \$800.00 may be signed by the President, Vice President, and/or Treasurer.

(E) Member At Large. The Member At Large will perform all duties as the Board may determine.

Section 3. 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 4. Delegation of Duties. Nothing contained in these Amended 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 5. No Compensation to Officers. None of the officers of the Association will receive compensation for his/her services as such.

Section 6. Fidelity Coverage. The Association will 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, and the maximum amount of funds held by the Association during the fiscal year.

ARTICLE VIII INSURANCE AND INDEMNIFICATION

Section 1. Purchase and Maintenance of Insurance. The Association will purchase and maintain insurance on behalf of any Person who was or is a Director, committee member or officer 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, committee member or officer.

Section 2. Insufficiency of Insurance. If the insurance referenced in Article VIII, Section 1 is insufficient to cover any liability asserted against any Person who was or is a Director, committee member, or officer against any liability asserted against him/her and provided that he/she (1) was not determined to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association as a matter of law; (2) acted in good faith in what he/she reasonably believed to be in, or not opposed to the best interest of the Association; and (3) in case of settlement, the amount paid in the settlement was not unreasonable, then the Association will indemnify him/her for all expenses, including but not limited to attorneys' fees, judgments, decrees, fines, costs, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened legal action, claim, suit or other proceeding to which he/she is or may be made a party by reason of being or having been such Director, committee member, or officer.

Section 3. Subordination. The indemnification provided for in this Article will be supplementary and subordinate to any other coverage and/or rights for which any Person may be eligible or otherwise entitled under the Articles of Incorporation, the Restrictions, these Amended 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's indemnification will include, but not be limited to, all contractual liability to third parties arising out of contracts or agreement made on behalf of the Association and every contract or agreement made by any Director or officer means that such Director or officer is acting only as a representative of the Association and will have no personal liability, except with respect to any such contracts or agreements made in bad faith or contrary to the provisions of the Restrictions or these Amended Bylaws and/or as an Owner.

Section 4. Advance of Expenses. The Association (through action by the Board) may advance funds, up to 25% of the annual budget for that year in total, to cover expenses, including attorneys' fees, with respect to any pending or threatened action, claim, suit, or other proceeding prior to the final disposition upon receipt of a

request to pay such amounts. Advances of amounts over 25% of the annual budget for that year will require approval a majority of the membership. In the event a Board or committee member is determined to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association as a matter of law, the Association may place a lien on the Board or committee member's property to recover any amount(s) advanced on his/her behalf.

Section 5. Directors, Officers and Committee Members Limitation of Liability. The Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful or bad faith misconduct.

Section 6. 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. Such Assessments shall not be subject to the limitations of Article XI Assessments of these Amended Bylaws. The liability of any Owner arising out of the contract made by any Director, committee member, or officer, or out of the aforesaid indemnity in favor of such Director, committee member, or officer, will be limited to such proportion of the total liability as said Owner's pro rata share of all the Owners of the Association.

ARTICLE IX FISCAL YEAR

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

ARTICLE X
GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments as Common Expenses. The Association, for the benefit of all the Owners, will acquire, and pay for out of the Association's funds all Common Expenses arising with respect to, or in connection with, the Property, including but not limited to:

- Utilities
- Insurance
- Taxes
- Expenses

Section 2. Reasonable Care of Common Elements. The cost of reasonable landscaping, gardening, 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 has the exclusive right and duty to acquire the same for such portions of the Common Elements.

Section 3. Certain Maintenance of Lots; Right to Enter Owners' Lots. In addition to the provisions and requirements contained in the Restrictions, the Association, through its Board or duly authorized agent(s) may enter:

- (A) any Lot when necessary, in connection with any maintenance, repair, or replacement for which the Association is responsible; or
- (B) if a Lot becomes impaired, in a neglected state or otherwise in need of repair or restoration, as solely determined by the Board as set forth in the Restrictions; or
- (C) to correct any violation of the Restrictions or Rules, and the Association, its Directors and officers, and/or agents will not be deemed guilty in any manner of trespass; or
- (D) if such maintenance, repair, or replacement is necessary or to correct any violation and the Owner so responsible has failed or refused to perform such maintenance, repair, or replacement or to correct the violation on a Lot within a reasonable amount of time, as determined by the Board, after written notice of the necessity and the opportunity to request a hearing has been hand delivered or mailed to such Owner the Association, through its Board or duly authorized agent(s), may perform such services; provided that the Association will levy an Assessment against such Owner for the cost of such maintenance, repair, replacement, or restoration or to correct any violation. The Association, in addition to all other remedies available, will have the right to place a lien upon the estate or interest of said Owner for the payment of any Assessment or charge levied

that remain unpaid ten days after any portion has become due and payable as further explained and set forth in the Restrictions.

Section 4. 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 75% 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 5. Insured Contractors. For any work or services to be performed on the Common Element, the Association will only retain and contract with licensed (as required by the State of Ohio or Medina Township) 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, Medina Township, and/or the Board.

ARTICLE XI ASSESSMENTS

Section 1. Determination of Assessments. The Board will fix and determine the sum(s) necessary and adequate for the Common Expenses and reserves. Funds for the payment of Common Expenses will be assessed against the Owners in the manner and proportions and payable as provided in the Restrictions and these Amended Bylaws. Any Common Expenses in arrears over 12 months, or as otherwise determined by the Board, may be subject to legal action.

Section 2. Notice of Assessments. Within 30 calendar days after the Board has determined the amount of any Assessment, a statement of the Assessment will be mailed to each of the Owners. All Assessments will be payable to the Association. 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. Preparation of Budget; Annual Assessments.

(A) In advance of the annual meeting, 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 calendar year to pay the Common Expenses and to provide a reserve for contingencies and replacements ("Annual Assessment"). The budget will be approved by a majority of the members present at the annual meeting.

(B) The Annual Assessment is due and payable by each Owner within 30 days of the annual meeting and each Owner will be obligated to pay the Annual Assessment in full.

(C) If the estimated cash requirement is insufficient for any reason, including the non-payment by any Owner of his/her share of the Annual Assessment, the Association may not more than once per fiscal year prepare an adjusted estimate and levy additional Assessments up to 50% of the annual budget, which will be assessed to Owners. Any amount over 50% of the annual budget will require approval by a majority of the voting power of the Association. 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 calendar days after the mailing of such notice, or, if the same is not mailed, the delivery of such notice. All Owners are 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 be applied toward reserves.

Section 4. 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 Annual 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. Extraordinary expenditures not originally included in the budget, which may be necessary for the year, may, at the Board's discretion, be charged first against such reserve or paid for, in whole or in part, by a Special Assessment. Upon the sale of a Lot by any Owner, such Owner will have no right 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 5. Special Assessments for Capital Improvements. Notwithstanding anything in these Amended Bylaws or in the Restrictions, 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 25% of that fiscal year's annual

budget without, in each case, having the prior approval of at least 50% of the Owners in good standing, in person or by proxy, at any annual 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 5 will in no event apply to repair or replacement of the Common Elements due to casualty loss, 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 6. Date of Commencement of Assessments. The Annual Assessments for any year will become due and payable in accordance with the accepted financial plan of the Association as established by the Board of Directors. The due date of any Special Assessment will be fixed in the resolution authorizing such Special Assessment.

Section 7. 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 XI.

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 subject to a reasonable fee and the provisions of Chapter 5312. Within ten business 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 books, records, or minutes unless expressly approved by the Board.

Section 9. Status of Funds Collected by Association. All funds collected will be held and expended solely for the purposes designated in the Restrictions, these Amended Bylaws, or Ohio law, and, except for such Assessments as may be levied against less than all of the Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments, 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 will 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 50% 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 75% of the Board or Owners holding 75% or more of the voting power of the Association request a certified audit, such audit will be conducted at the expense of the Association.

ARTICLE XII AMENDMENTS

These Amended 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 60% of the voting power of the Association. Upon the adoption of any amendment to these Bylaws, the President of the Association or his/her designated statutory agent will file with the Medina County Recorder an instrument containing the amendment, the date and recording information of the document being amended, and the manner of adoption of the Amendment. After recording, a copy of the amendment shall be delivered to all members of the Association.