

## ARTICLES OF INCORPORATION

OF

### KNOTTINGWOOD ESTATES HOME OWNERS ASSOCIATION, INC.

In compliance with the requirements of Sections 1702.01 et seq., Revised Code of Ohio the undersigned, all of whom are residents of Knottingwood Estates, Township of Union, Butler County, Ohio and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

#### ARTICLE I

The name of the corporation is Knottingwood Home Owners Association, Inc., hereafter called the "Association".

#### ARTICLE II

The principal office of the Association is located at 5301 Tasselberry Drive, West Chester, Ohio 45069.

#### ARTICLE III

Stephen Szpunar, whose address is 5301 Tasselberry Drive, West Chester, Ohio 45069, is hereby appointed the initial registered agent of this Association.

#### ARTICLE IV

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as: KNOTTINGWOOD ESTATES SUBDIVISION, and to promote the health, safety and welfare of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- a. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Butler County Recorder, Hamilton, Ohio and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- b. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

d. dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of members, agreeing to such dedication, sale or transfer;

e. participate in mergers and consolidations with other nonprofit corporations for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of members;

f. have and to exercise and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Ohio by law may now or hereafter have or exercise.

#### **ARTICLE V - MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### **ARTICLE VI - VOTING RIGHTS**

The Association shall have one class of voting membership. Members shall all be Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

#### **ARTICLE VII - BOARD OF TRUSTEES**

The affairs of this Association shall be managed by a Board of Trustees who need to be members of the Association. The number of trustees may be changed by amendment of the By-Laws of the Association but must be at least three (3). The names and addresses of the persons who are to act in the capacity of trustees until the selection of their successors are:

Jody Davis-Curless, 5253 Silverwood Court, West Chester, Ohio 45069  
Barbara Kley, 7242 Bannerwood Drive, West Chester, Ohio 45069  
John Massie, 7340 Tepperwood Drive, West Chester, Ohio 45069  
David Perun, 5362 Tasselberry Drive, West Chester, Ohio 45069  
Stephen Szpunar, 5301 Tasselberry Drive, West Chester, Ohio 45069

At the first annual meeting the members shall elect at least three (3) trustees for a term of one (1) year, and at each annual meeting thereafter the members shall elect at least three trustees for a term of one (1) year.

#### ARTICLE VIII - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

#### ARTICLE IX - DURATION

The corporation shall exist perpetually.

#### ARTICLE X - AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Ohio, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 13 day of April, 1989.

Stephen Brown  
John M. Murrin  
David Perry  
San Carlos-Culley  
Barbara A. Kley

Date April 13, 1989

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

**FOR**

**KNOTTINGWOOD ESTATES HOME OWNERS ASSOCIATION**

THIS DECLARATION, made this 14th day of March, 1989 by The Knottingwood Estates Home Owners Association, hereinafter collectively referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property known as Knottingwood Estates in the Township of Union, County of Butler, State of Ohio, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarants will also manage and maintain for the benefit of the subdivision, certain subdivision entrance walls, signs, fences and related landscaping.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

**ARTICLE I - DEFINITIONS**

1.1 "Association" shall mean and refer to Knottingwood Estates Home Owners Association, its successors and assigns.

1.2 "Board" shall mean the Board of Trustees of the Knottingwood Estates Home Owners Association.

1.3 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.4 "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association;.

1.5 "Developer" shall mean "Glenstone Enterprises".

1.6 "Lot" shall mean and refer to any plot of land upon any recorded subdivision map of the Properties.

1.7 "Declarants" shall mean owners, their heirs and assigns if such heirs or assigns should acquire unplatted real property which adjoins any property already included within the jurisdiction of the Association which is intended to be developed into Lots and brought within the jurisdiction of the Association.

## ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

2.1 Members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2.2 Voting. Voting Members shall be Owners and shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

## ARTICLE III - COVENANT FOR MAINTENANCE ASSESSMENT

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Lot owned within the Properties, hereby covenants, and each Owner of any Lot be acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

3.2 Purpose of Assessments. The assessments levied by the Association shall be used for the care and maintenance of entrance walls, signs, fences and related landscaping and other operational costs incurred by the Association.

3.3 Maximum Annual Assessment. Until January 1, 1990, the maximum annual assessment shall be Thirty (\$30.00) Dollars per Lot.

3.3.1 From and after January 1, 1990 the actual annual assessment may be increased each year not more than 10% above the actual assessment for the previous year without a majority vote of the membership.

3.3.2 From and after January 1, 1990 the maximum annual assessment may be increased by more than 10% by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

3.3.3 The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

3.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair, replacement or ornamental improvement for the subdivision, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

3.5 Notice and Quorum for Any Action Authorized Under Sections 3.3 and 3.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3.3 or 3.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

3.6 Uniform Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly, semi-annual or annual basis.

3.7 Date of commencement of Annual Assessments: Due Dates. Unless otherwise determined by a vote of the Board of Trustees, the annual assessments provided for herein shall commence as to all Lots on January 1, 1989. The first annual assessment for additional properties annexed to the terms of this Declaration shall be adjusted according to the number of months remaining in the calendar year as of the date of such annexation. The Board of Trustees shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

3.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.



3.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

#### Article IV – Architectural Control

4.1 Approval Required; Composition and Section of Review Board. Before new construction is started on any lot all plans must be approved by an architectural review board (the “Architectural Review Board”). It is understood by all declarants that architectural control and approval of plans for new home construction shall be sole responsibility of the Architectural Review Board, subject to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Knottingwood Estates Home Owners Association. Knottingwood Estates Home Owners Association accepts this condition without recourse or amendment. Any additions to old construction must be approved by the Architectural Review Board and Knottingwood Estates Home Owners Association. Butler County requires a building permit for all constructions.

The Architectural Review Board shall be comprised of three (3) or more members, any of whom may hold other positions at the Association. At least one member of the initial Architectural Review Board shall serve a term of three years, at least one member shall serve a term of two years, and at least one member shall serve a term of one year; and as the terms of such members expire, new members shall be elected for terms of three years.

The Architectural Review Board shall be elected by the Board of Trustees.

4.2.1 General Conditions: No lot shall have more than one residence and it shall be a single family dwelling.

4.2.2 Dwelling Floor Areas: One story structures shall have not less than 1700 square feet of living space. Two story structures shall have not less than 2000 square feet of living space.

4.2.3 Water Discharge: Subsurface water is to be piped to rear drainage ditches except as directed or approved by the developer. Approved storm drainage system and detention basins to be maintained by the lot owners.

4.2.4 Fencing, Storage Sheds, Pools: Fences shall not be erected in front of building set back line. Before any fence is erected on any lot, written approval must be obtained from Architectural Review Board and Knottingwood Home Owners Association. All fences are to be of wood construction; no stockade fences. Fences shall be erected so that the finished side faces the neighbors’ property.

(i) Storage sheds of any type and above ground pools and pools designed for above ground use are prohibited.

(ii) Installation of permanent recreational equipment such as exercise equipment, jungle gyms and swing sets, exclusive of basketball boards, shall be limited to rear yards only.

4.2.5 Completion: When construction of a residence or any other building is started, it shall be completed on the outside, including paved driveway, grading and seeding or sodding, within one (1) year of the commencement of construction.

## ARTICLE V - USE RESTRICTIONS AND MAINTENANCE

### 5.1 Restrictions. The Property shall be subject to the following restrictions:

5.1.1 Purpose of Property: No Lot shall have more than one residence and it shall be a single family dwelling.

5.1.2 Nuisance: No obnoxious or offensive activity shall be carried upon any lot nor shall anything be done or planned thereon which shall be or become an annoyance or nuisance to the subdivision. Trash shall not be placed at street prior to evening preceding pickup. All cans must be removed from street not later than evening after pickup.

5.1.3 Animals and Pets: No animals or livestock may be kept on any lot except dogs, cats or other household pets. Butler County has a confinement law and pets must be controlled either by Owner, leash, or kept fenced at all times. Kennels shall not be erected. No pit bulls allowed.

5.1.4 Temporary Structures: No structure of a temporary nature, camper type trailer, garage, tent or shack shall be erected on any lot. All enclosed structures must be permanently attached to the permanent residence constructed on the lot.

5.1.5 Maintenance: The premises shall be kept neat and clean, weeds and underbrush shall be kept under control at all times, and buildings shall be kept well painted. No unused building materials, junk or rubbish shall be left exposed or burned on the premises except during the actual construction. No worn out or discarded machinery or parts thereof nor waste materials shall be stored on any lot. Playsets shall be erected behind the back building line on the lot. Firewood shall be neatly stacked behind the front building line, and grass shall be kept neatly trimmed. Playsets and fences shall be kept in good repair. Fences shall not be used for storage (e.g. garden tools, toys, clothes, pool accessories).

5.1.6 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No autos, trucks or boats shall be stored exposed to view on any lot. No trucks over 3/4 ton may be parked exposed to view on any lot. No vehicles may park, except on driveways. No camping, horse, utility or other trailers shall be stored exposed to view on any lot, except on the rear portion of the lot, and then so as not to be seen from the street. No routine overnight parking on street between midnight and 6:00 AM.



## ARTICLE VI - MAINTENANCE

6.1 Maintenance of Entry Garden. Each purchaser, their successors or assigns of every lot in this subdivision hereby covenants and agrees to participate in the Home Owners Association to be established for the care and maintenance of the entrance walls, signs, fences and related landscaping. All home owners must pay dues to the Association yearly for the up-keep of the front entrance and operating costs of the Association. Dues will be payable on March 31st of each year.

## ARTICLE VII - GENERAL PROVISIONS

7.1 Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or recover damages.

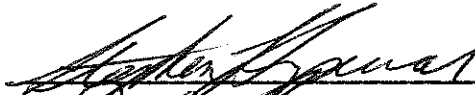
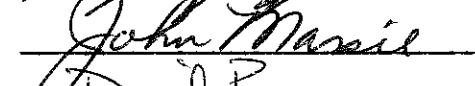
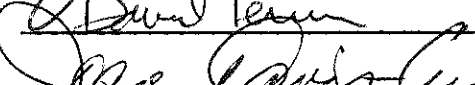
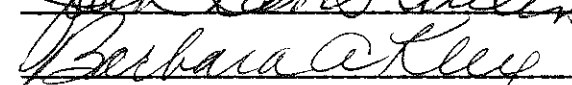

7.2 Severability. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

7.3 Amendment. These restrictions shall be automatically extended for successive ten (10) year periods unless the same be amended or terminated by written consent of two-thirds (2/3) of the owners of this subdivision.

7.4 Annexation. The Declarants, may with a 2/3 consent, annex additional properties to the terms of this Declaration with the consent of owners of properties to be annexed. Any such annexation shall be accomplished by the filing of a supplemental declaration with the Recorder of Butler County, Ohio. Any declaration by the Association shall be signed by the President who shall certify that the requisite vote was obtained. The members need not sign such declaration.

7.5 Articles of Incorporation and By-Laws. Copies of the Articles of Incorporation and By-Laws for the Knottingwood Estates Home Owners Association are attached hereto as Exhibits "B" and "C".

IN WITNESS WHEREOF, the undersigned Declarants, have hereunto set their signatures on the day and year first above written.

Date

April 13, 1989

## **BY-LAWS**

### **(CODE OF REGULATIONS)**

#### **KNOTTINGWOOD ESTATES HOME OWNERS ASSOCIATION**

##### **ARTICLE I: NAME**

The name of the corporation is Knottingwood Estates Home Owners Association, hereinafter referred to as the "Association".

##### **ARTICLE II: DEFINITIONS**

All of the terms used herein shall have the same meanings as set forth in the Knottingwood Estates Home Owners Association Declaration ("the Declaration") recorded with the Recorder of Butler County, Ohio.

##### **ARTICLE III: OFFICES**

**SECTION 1: PRINCIPAL OFFICE.** The principal office of the Association shall be located at 5301 Tasselberry Drive, West Chester, Ohio, 45069, County of Butler, Ohio.

**SECTION 2: OTHER OFFICES.** The Association may have such other offices, either within or without the State of Ohio, as the Trustees may designate or as the business of the Association may require from time to time.

##### **ARTICLE IV: FISCAL YEAR**

**SECTION 1: FIRST YEAR.** Unless otherwise designated by resolution of the Trustees, the first fiscal year of the Association after the adoption of this Code of Regulations shall end on December 31, 1989.

**SECTION 2: SUBSEQUENT YEARS.** Subsequently, the fiscal year of the Association shall commence on the first day of January in each year and end on the last day of the following December, or be such other period as the Trustees may designate by resolution.

##### **ARTICLE V: THE ASSOCIATION**

The Association shall be a non-profit Ohio corporation and shall be called Knottingwood Estates Home Owners Association.

**SECTION 1: MEMBERSHIP.** Membership in the Association shall be limited to Owners, and all Owners shall be members. Each Owner, upon acquisition of title to a Lot, shall automatically become a member of the Association. Membership shall terminate upon the sale or other disposition of the Lot. In the case of the sale of any Lot by means of a Land Installment Contract, the Vendor may assign his membership in the Association to the Vendee.

**SECTION 2: VOTING RIGHTS.** If a Lot is owned by two or more persons, the voting rights of the Lot Owners shall be exercised in accordance with the provisions contained in the Declaration.

SECTION 3: PROXIES. An owner may vote in person or by proxy at any meeting of the Association. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by an Owner or his, her or its Lot.

SECTION 4: QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the vote of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5: VOTING POWER. Except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws (hereinafter called the "Organizational Documents"), a majority of the voting power of the membership voting on any matter that may be determined by the owners at a duly called and noticed meeting shall be sufficient to determine that matter. Robert's Rules of Order shall apply to the conduct of all meetings of Owners except as otherwise specifically provided in the Organizational Documents or by law.

SECTION 6: ANNUAL MEETINGS. Regular annual meetings of the Owners shall be held in the first calendar quarter of each year hereafter on a date and at an hour and location established by the Board.

SECTION 7: SPECIAL MEETINGS. Special meetings of the Owners may be called at any time by the President, by the Board, or upon written request of Owners entitled to exercise 25% of the voting power of the membership.

SECTION 8: NOTICE OF MEETINGS. Except as otherwise provided in the Declaration, written notice of each meeting of Owners shall be given to each Owner at least five (5) days before such meeting. Notice shall be mailed or delivered to an Owner's Lot or a different address designated by the Owner for that purpose. The notice shall specify the place and time of the meeting and in the case of a special meeting, the purpose of the meeting.

SECTION 9: ORDER OF BUSINESS. The order of business at all meetings of Members of the Association shall be as follows:

1. Call to Order
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes of preceding meeting
4. Reports of officers
5. Reports of committees
6. Election of inspectors of election
7. Election of Trustees
8. Old Business
9. New Business
10. Adjournment

SECTION 10: ACTION IN WRITING WITHOUT A MEETING. Any action that could be taken by Owners at a meeting may be taken without a meeting in a writing or writings signed by the appropriate number of the members as provided by the Organizational Documents.

## ARTICLE VI: BOARD OF TRUSTEES

SECTION 1: NUMBER AND QUALIFICATION. The Board of Trustees shall consist of five (5) persons. The initial Trustees shall be those five persons names as the Trustees in the Articles of Incorporation.

SECTION 2: ELECTION OF TRUSTEES: VACANCIES. The Trustees shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of the members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Election to the Board shall be by secret written ballot. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Trustees shall, within sixty (60) days of the date that the vacancy becomes effective, call a special meeting of the members for the purpose of electing a Trustee or Trustees to fill said vacancy.

SECTION 3: TERM OF OFFICE: RESIGNATIONS. Each Trustee shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by delivering written resignation to the Secretary of the Association. Members of the Board shall serve without compensation.

SECTION 4: ORGANIZATIONAL MEETING. Immediately after each annual meeting of members of the Association, the Trustees shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 5: REGULAR MEETINGS. Regular meetings of the Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least three (3) such meetings shall be held during each fiscal year.

SECTION 6: SPECIAL MEETINGS. Special meetings of the Trustees may be held at any time upon call by any one (1) Trustee. Notice of the time and place of each meeting shall be given to each Trustee by personal delivery, mail, telegram or telephone at least two (2) days before the meeting. Attendance of any Trustees at any meeting without protesting the lack of proper notice shall be deemed to be a waiver of notice of such meeting. Unless otherwise indicated in the notice, any business may be transacted at any organizational, regular or special meeting.

SECTION 7: QUORUM: ADJOURNMENT. A majority of the Trustees then in office shall constitute a quorum. At any meeting at which a quorum is present all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

SECTION 8: ACTION IN WRITING WITHOUT MEETING. Any action that could be taken by the Trustees at a meeting may be taken without a meeting in writing or writings signed by all of the Trustees.

SECTION 9: REMOVAL OF TRUSTEES. At any meeting of members of the Association any one or more of the Trustees selected by the members may be removed with or without cause by the vote of members entitled to exercise not less than seventy-five (75%) percent of the voting power of the membership. A successor shall then and there be elected to fill the vacancy created.

#### ARTICLE VIII: OFFICERS

SECTION 1: ELECTION AND DESIGNATION OF OFFICERS. The Trustees shall elect a President, a Secretary and a Treasurer. The Trustees may also appoint such other officers as in their judgment may be necessary.

SECTION 2: TERM OF OFFICE: VACANCIES. The officers of the Association shall hold office until the next organization meeting of the Trustees and until their successors are elected. The Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy may be filled by the Trustees.

SECTION 3: PRESIDENT. The President shall be the chief executive officer of the Association. He/She shall preside at all meetings of members of the Association and at all meetings of the Trustees. The President shall have a general executive supervision of the business and affairs of the Association. He/she may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Trustees or otherwise provided for in the Declaration or in these By-Laws.

SECTION 4: SECRETARY. The Secretary shall keep the minutes of the meetings of the members of the Association and of the Trustees, keep such books as may be required by the Trustees, and give notices of meetings of members and of Trustees.

SECTION 5: TREASURER;. The Treasurer shall receive all money, bills, notes and similar property belonging to the Association. He/she shall keep accurate financial accounts and hold the same open for inspection and examination by the Trustees and the members of the Association. The Treasurer shall have such authority and shall perform such other duties as may be determined by the Trustees.

#### ARTICLE VIII: POWERS AND DUTIES OF THE ASSOCIATION

SECTION 1: POWERS. The Trustees shall exercise all powers and authority not specifically and exclusively reserved to the Owners. The Board shall have the right, power and authority to:

- a. Take all actions deemed necessary or desirable to comply with all requirements of law and the Organizational Documents;
- b. Obtain insurance coverage;
- c. Enforce the covenants, conditions and restrictions set forth in the Declaration;
- d. Repair, maintain and improve the Common Areas;
- e. Establish, enforce, levy and collect assessments as provided in the Declaration;
- f. Adopt and enforce rules and regulations governing the use of any common areas and establish procedures and penalties for the infraction thereof;

- g. Suspend the voting rights of an Owner during any period in which he is in default in the payment of any assessment;
- h. Authorize the officers to enter into management agreements in order to facilitate the efficient operation of the Property.

SECTION 2: DUTIES. It shall be the duty of the Board to:

- a. Keep complete records and account for its acts to the Owners at each annual meeting or at any special meeting when an account is requested in writing by Owners representing at least fifty (50%) percent of the voting power of the membership;
- b. Supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- c. As more fully provided in the Declaration:
  - i. Fix the amount of assessments against each Lot;
  - ii. Give written notice of each assessment to every owner; and
  - iii. Foreclose the lien against any property for which assessments are not paid or bring an action at law against the Owner(s) personally obligated to pay the same, or both;
- d. Issue or cause to be issued a certificate setting forth whether or not any assessments has been paid;
- e. Procure and maintain insurance on the Common areas and the ornamental improvements for the subdivision and the Association as the Trustees deem advisable;
- f. Enforce the restrictions created by the Declaration; and
- g. Take all other actions required to comply with law and the Organizational Documents.

ARTICLE IX: GENERAL PROVISIONS

SECTION 1: BOOKS AND RECORDS OF ASSOCIATION. The Association shall keep correct and complete books and records of its receipts and expenditures, minutes of the proceedings of the Owners and Board of Trustees, and records of the names and addresses of the Owners and their Ownership Percentages. The books and records shall be open for inspection by any Owner or his representative at any reasonable time. Upon ten (10) days notice any Owner shall be furnished a statement of his/her account setting for the amount of any unpaid assessments or other charges due and owing.

SECTION 2: ANNUAL AUDIT. The books of the Association shall be audited annually by the Board of Trustees prior to the annual meeting.

SECTION 3: DELEGATION OF DUTIES. The Association may hire managers and provide reasonable compensation for their services as a common expense.

SECTION 4: SEVERABILITY. The invalidity of any provisions of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of any other provision.

SECTION 5: CAPTIONS. The captions of the various provisions of these By-Laws are not a part of the By-Laws but are for convenience or reference only.

## ARTICLE X: INDEMNIFICATION OF TRUSTEES AND OFFICERS

SECTION 1: RIGHT OF INDEMNIFICATION. The members of the Board of Trustees and the officers shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The association shall indemnify every Trustee and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. The Board of Trustees may purchase insurance in such amounts as it deems appropriate to provide such indemnification, and the cost of such insurance shall be a common expense. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith in the performance of his duty as such Trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses; provided, however, (1) that nothing contained in this Section shall be deemed to obligate the Association to indemnify any member or Owner, who is or has been a Trustee or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as an Owner, and (2) the Association will not indemnify or reimburse any person for amounts determined to be owed to the Association resulting from an action brought on or on behalf of the Association.

SECTION 2: INVALID PROVISION. If any part of this Article shall be found invalid or ineffective, the validity and effect of the remaining parts shall not be affected.

## ARTICLE XI: CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1: CONTRACTS. The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to special instances.

SECTION 2: LOANS. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name.

SECTION 3: CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Trustees.



SECTION 4: DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in approved banks, trust companies or other depositaries. The Board of Trustees is authorized to select such depositaries as it shall deem proper for the funds of the Association. The Board of Trustees shall determine who shall be authorized on the Association's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and other documents.

ARTICLE XII: CONSISTENCY WITH DECLARATION

If any provision of these Regulations shall be inconsistent with the Association's Declaration, (now and as it may be amended from time to time), the Declaration (as so amended at the time) shall govern.

ARTICLE XIII: SECTION HEADINGS

The headings contained in these By-Laws are for reference purposes only and shall not be construed to be part of and/or shall not affect in any way the meaning or interpretation of these By-Laws.

ARTICLE XIV: AMENDMENTS

Any amendment of these By-Laws shall be made only by means of an amendment to the Declaration in the manner and subject to the approval, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such amendment is delivered for recording to the Recorder of Butler County, Ohio.