

CERTIFICATE

The undersigned, being the duly elected President and Secretary, respectively, of Cinnamon Lake Association, Inc., do hereby certify that attached hereto is the true and correct copy, as of the date hereof, of the following:

Amendment to ARTICLE 11 of the Amended and Restated Bylaws of Cinnamon Lake Association, Inc., as more specifically incorporated into the Amended and Restated Bylaws of Cinnamon Lake Association, Inc., attached hereto in their entirety.

as further approved by the Members of Cinnamon Lake Association, Inc. by affirmative consent/vote of a majority of the voting Members of the Association in good standing in accordance with ARTICLE 10 of the Bylaws, for which such votes were cast in person or by ballot in relation to the Annual Meeting of the Association held on June 7, 2020 at the Lodge located within Cinnamon Lake Association, Inc.

This Certificate is being recorded pursuant to and in order to comply with Ohio Revised Code Sec. 5312.02(D)(3).

Prior Instrument Ref.: Instrument No. 201800007083, Instrument No. 201100000806, Book 349, Page 141-161, and Book 514, Page 713-732, Office of the Recorder, Ashland County, Ohio.

IN WITNESS WHEREOF, I have hereunto set my name below this 24 day of June, 2020.

Cinnamon Lake Association, Inc., an Ohio non-profit corporation

By: [Signature]
Name: Scott Collins
Its: President

By: [Signature]
Name: Donna Van Trees
Its: Secretary

STATE OF OHIO)
COUNTY OF ASHLAND) ss:

The foregoing Certificate was acknowledged before me this 24 day of June, 2020 by Scott Collins, the President, and Donna Van Trees, the Secretary, respectively of Cinnamon Lake Association, Inc., an Ohio non-profit corporation, in their representative capacities and on behalf thereof.

[Signature]
Notary Public

This Instrument Prepared By:
John D. Jolley, Esq.
Isaac Wiles
Two Miranova Place, Suite 700
Columbus, OH 43215
4838-1274-5407.2



ANNA GIBSON
Notary Public, State of Ohio
My Commission Expires
Oct. 20, 2020

EXHIBIT A
AMENDED AND RESTATED
BYLAWS OF
CINNAMON LAKE ASSOCIATION, INC.
WEST SALEM, OHIO

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AMENDED AND RESTATED BYLAWS
OF CINNAMON LAKE DEVELOPMENT

These Amended and Restated Bylaws of Cinnamon Lake Association, Inc. (“Bylaws”) are executed and incorporated into the Declaration to which they are attached as Exhibit A. All present or future Members, Associate Members, occupants, guests and tenants of any Property within the Association are subject to the covenants, provisions and restrictions contained in the Declaration and these Bylaws.

INTRODUCTION

As an action immediately precedent to these Bylaws, the entity “Cinnamon Lake Association, Inc.” was created, under the laws of the State of Ohio, as a not-for-profit corporation. The Association is intended for, and shall be administered for the government and operation of the Development (as defined in the Declaration) in the manner provided for in the Declaration and in accordance with the terms and conditions contained in these Bylaws.

The general purposes of the Association are:

- (a) To promote pleasure, social recreation and sports activities for Lot owners, their families and guests and to develop and maintain a recreationally oriented environment in the Development.
- (b) To provide a means whereby the streets, and those areas within the Development designated as parks, lakes, recreational areas or other amenities on the Plats thereof, and such other recreational facilities within the Development as may be conveyed to the Association or established by it; may be operated, maintained, repaired or replaced, including but not limited to all property owned by the Association.
- (c) To provide a means for the promulgation and enforcement of all regulations necessary to the govern the use and enjoyment of such streets, parks, lakes, recreational facilities or other amenities and such other recreational facilities within the Development as may be conveyed to the Association.

ARTICLE 1
Name and Location

Section 1. Name of the Association

The name of the Association is Cinnamon Lake Association, Inc., an Ohio nonprofit corporation (“Association”).

Section 2. Location of Office.

The office of the Association is located at:

1443 Laurel Drive
West Salem, OH 44287

or at any such other place as may be designated by the Board of Directors (“Board”).

All of the Association’s books and records shall be kept at the office.

Section 3. Definitions.

Capitalized terms used in these Bylaws have the meaning ascribed to them in this Section, and if not defined below, the meaning attributed to such term where it first appears in these Bylaws, or if not defined herein, the definition ascribed to such term in the Declaration. The following terms used herein are defined as follows:

- (a) “Assessment” means the Annual Operating Assessment, Special Assessment, Individual Assessment or other charges, which shall be payable by each Member as determined in accordance with the Declaration and Bylaws. The term “other charges” includes, without limitation:
 - (i) Costs, expenses, and charges for maintenance, repairs, replacements, taxes, and insurance premiums, made by the Association that were the Member’s obligation or responsibility to make.
 - (ii) Costs for the operation, management and administration of the Association; including fees of property management, legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association.
 - (iii) Any special assessments or charges made by the Association for special services or facilities rendered to the Member or his/her Dwelling and/or Lot.
 - (iv) Special or extraordinary uses or consumptions attributable to such Member.

- (v) Damages from enforcement Assessments resulting from the Member's or Dwelling Occupant's failure to comply with any of the covenants, conditions, obligations, or restrictions contained in the Declaration and Bylaws; 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 non-compliance.
 - (vi) Any other charges or Assessments permitted by the Declaration or Bylaws to be made against the Member.
 - (vii) Payments for utility charges made by the Association, which were the Member's duty to make, and payments of a similar or dissimilar kind made by the Association, but which were justly and equitably the Member's, including, but not limited to, waste service removal, electricity, water, natural gas, or telephone services.
 - (viii) Reasonable costs of collection of any unpaid Assessments, enforcement Assessments, charges (including court costs, reasonable attorneys' fees, and paralegal fees), interest at a rate of ten percent (10%) per annum (year).
 - (ix) Costs for operating funds and reserve funds.
 - (x) Any Special Assessments, including those for capital improvements (including, but not limited to repairs and replacements to the Development and its facilities and appurtenances) and any special individual assessments.
- (b) "Association" means the Cinnamon Lake Association, Inc., an Ohio nonprofit corporation, consisting of all the Members, which administers and operates the Property.
 - (c) "Board of Directors" or "Board" means the Association's Board of Directors, as the same may be constituted from time to time.
 - (d) "Bylaws" means Bylaws of the Cinnamon Lake Association, Inc., being this document providing for the Association's bylaws, as may be further amended, restated, or replaced from time to time as evidenced by a recording with the Ashland County Recorder's Office.
 - (e) "Chapter 5312" means Chapter 5312 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.
 - (f) "Common Elements" means the land and all other areas, facilities, places, and structures that are not part of a Dwelling or Lot, or that the Association has use of pursuant to a lease or easement. The Common Elements include the tangible, personal property existing for the common use, enjoyment, and/or safety of the Members and for the maintenance of the other Common Elements, such as

decorations, equipment, tools, and supplies, even though owned by the Association.

- (g) “Common Expense” means those expenses designated as Common Expenses in Chapter 5312 of the Ohio Revised Code, in the Declaration, Bylaws, and the following:
 - (i) All sums lawfully assessed against the Members by the Association.
 - (ii) Association expenses: rentals, charges, payments, and obligations incurred in the operation; administration, maintenance, repair, replacement, and improvement of the Common Elements and such other parts of the Property as provided for in the Declaration and Bylaws, and reserves established for such purposes.
 - (iii) Utility service expenses, charges, and costs furnished to the Common Elements, Dwellings, and Members, or to any one or more of them, which are charged to or initially paid for by the Association.
 - (iv) Expenses determined to be Common Expenses by the Board of Directors.
- (h) “Declaration” means the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cinnamon Lake Development, which these Bylaws are attached to, and as amended, restated, or replaced from time to time as evidenced by a recording with the Ashland County Recorder’s Office.
- (i) “Director(s)” mean that Person or those Persons serving, during the time period elected by the Members, as a director(s) of the Association and serving in the capacity of a member of the Board of Directors.
- (j) “Dwelling” shall mean a detached building or any portion of a building situated within the Property constructed on a Lot that is designed and intended for single-family use and occupancy for residential purposes.
- (k) “Good Standing” means that the Member is not more than thirty (30) days late in the payment of any fees or Assessments owed to the Association from the date any fee or Assessment became due and payable.
- (l) “Lot” means a tract of land that is identified on the Plat Maps, which are recorded at Plat Book Volume 9, Pages 48-76 and Plat Book Volume 10, Page 17 et seq., of the Ashland County Recorder’s Office, and has a separate parcel number assigned by the County Auditor.
- (m) “Member” means the primary designated Person who own(s) fee simple title to any Lot within the Property, excluding, however, any Person(s) that has an interest in a Lot solely as security or mortgage for the performance of an obligation.

- (n) “Mortgagee” means a bank, savings and loan association, insurance company, mortgage company, or agency of the United States or any state, authorized and qualified to do business in the State of Ohio; holding a first mortgage on a Dwelling or Lot, or any individual holding a mortgage on a Dwelling or Lot, of which mortgage interest the Association has received written notice.
- (o) “Occupant(s)” means the Person or Persons who are lawfully in possession of or residing in a Dwelling or any part of a Dwelling.
- (p) “Person” means a human being, corporation, partnership, trust or any other legal entity to which the law attributes the capacity of having rights and duties.
- (q) “Property” means the land comprising all Lots and Common Elements within the Cinnamon Lake subdivision as identified in the Declaration.
- (r) “Rules” means such rules, policies, and regulations governing the operation and use of the Property, Dwellings, and Lots, or any portion thereof, as the Board may from time to time adopt.

ARTICLE 2
The Association

Section 1. Membership.

Except as otherwise provided below, every person or entity whose name appears on the most recent deed to any Lot in the Development shall be either: (a) A member of the Association (“Member”) having the right to vote on behalf of such Lot, subject to the provisions herein; or (b) Associate Member (defined below) of the Association. The owner of more than one Lot shall be considered a single Member for the purposes of notice and determination of associate memberships, but for voting purposes, such Member shall have one (1) vote for each Lot provided such Lots are not co-owned, or in the event they are, such owner is designated as the Member for each Lot. Each Lot shall be entitled to one (1) vote without regard to the number of Persons having an ownership interest in such Lot and the owner entitled to exercise the right to vote on behalf of the Lot shall be the Member, provided, however, such vote can only be exercised by a Member in Good Standing. Any person or entity that holds an interest in a Lot merely as a security interest shall not be a Member or Associate Member. Membership in the Association shall immediately terminate upon the transfer of legal title to such Lot.

- (a) **Co-Owners.** Any Lot with any number of co-owners shall have only one (1) owner who is a Member and all other co-owners will be Associate Members of the Association described below. For co-owned Lots, the owner entitled to membership and voting rights shall be that owner designated as the Member on a certificate, signed by all of the owners of the Lot, and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate signed by all of the owners of the Lot. If a certificate is not on file on the Record Date (defined below), then the vote of any owner for a co-owned Lot shall be deemed to be the vote of such Lot, unless more than one owner for a co-owned Lot votes; in which case the votes of such owner(s) shall not be considered in determining a quorum nor for determination of the matter up for vote. However, in the event a certificate is not on file on the Record Date, but each co-owner of a given Lot is in Good Standing and each votes in the same manner for any vote, then the votes of such co-owners shall be collectively treated as the one vote for such Lot.

- (b) **Associate Membership.** An “Associate Member” is any co-owner of a Lot not designated as the Member in a certificate filed with the Secretary of the Association, the spouse of a Member, child of a Member (whether one or more), tenant, or occupants of a Dwelling situated on a Lot who lives with the Member but whose name does not appear on the deed to the Lot. Associate Members have no right to vote, subject to the provisions of Section 1(a) above, or right to notice of any regular or special meetings of the Members. However, that Associate Member(s) shall be entitled to attend such meetings. Associate Members are not required to pay an annual Assessment or other charges, but shall enjoy all the other privileges of membership, subject to their observance of all rules and regulations governing the conduct of Members. Membership as an Associate

Member shall terminate automatically upon the end of the status under which such classification was derived.

- (c) **Fiduciaries.** Fiduciaries of Members may vote as though they were Members, if the Member is in Good Standing and the fiduciary gives the Association satisfactory proof of his/her appointment and qualification as: the Executor under the Last Will and Testament of a deceased Member, an administrator of the estate of a Member, a guardian, conservator of the estate of a ward or incompetent of a Member, trustee in bankruptcy of a Member, statutory or judicial receiver or liquidator of the estate or affairs of such a Lot owner, assignee for the benefit of creditors of a Member, or other duly qualified lawful representative of a Member, with authority to act on behalf of such Member.
- (d) **Record Date.** The Board of Directors may fix a time in the future (the “Record Date”) for the determination of the Members in Good Standing, entitled to notice of, and to vote at, any meeting of the Members. Only Members in Good Standing as of that Record Date shall be entitled to notice of and to vote at the meeting, notwithstanding any transfer of membership on the books of the Association after the Record Date.
- (e) **Members in Good Standing.** Only the votes of Members in Good Standing shall be counted in any instance where a vote is being taken.
- (f) **Approval.** Notwithstanding anything herein or in the Declaration to the contrary, Members shall be approved by the Board of Directors, and no conveyance of a Lot or fractional interest shall be effective until the following occur:
 - (i) Payment to the Association of a transfer fee in an amount as duly adopted by the Board of Directors.
 - (ii) Payment to the Association of all indebtedness to the Association of the Member whose ownership interest is being transferred, up through the date of transfer.
 - (iii) Approval has been granted by the Board of Directors. It is the Board of Directors’ intent not to reject a prospective Member(s) unless the Board of Directors has a reasonable belief that a prospective Member(s) would not be a responsible and law abiding resident of Cinnamon Lake. Membership in the Association may not be refused if such refusal would violate federal, state, or local laws or ordinances pertaining to discrimination for any reason.

Section 2. Members of the Association.

- (a) **Annual Meeting.** The Association’s annual meeting is held for the election of Members to the Board of Directors and the transaction of such other business as may properly be brought before such meeting (“Annual Meeting”). The Board of Directors shall determine the time and place of the Annual Meeting, which must

be held during the month of June of each year. This time and place will be specified in the notice of the meeting.

- (b) **Motions.** At the Annual Meeting, no motions, other than procedural motions, shall be voted on unless such motion is placed before the Annual Meeting in one of the following ways:
 - (i) Upon the approval of the majority of the Board of Directors granted at least thirty (30) days prior to the meeting.
 - (ii) Upon a petition presented to the Board of Directors at least ninety (90) days prior to the Annual Meeting, being signed by at least ten percent (10%) of the Members in Good Standing as of the date such petition is presented to the Board.
- (c) **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 to the President or Secretary of at least ten percent (10%) of the Members in Good Standing. Upon written request delivered to the President or the Secretary by any Person(s) entitled to call a meeting of the Members, such officer shall give notice of the meeting to the Members. If such notice is not given within thirty (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. Notices for such meetings shall specify the time, place and purpose of the meeting. No business other than that specified in the notice shall be considered at any special meeting.
- (d) **Notice of Meetings.** At least fifteen (15) days, but no more than thirty (30) days before the meeting, the Secretary shall mail written notice stating the time, place, and purpose of such meeting. The notice shall be given by personal delivery or by regular mail to each Member who is an owner of record of a Lot as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the Members at their respective addresses as they appear on the Association's records. Notice of the time, day, place, and the purpose(s) of any meeting of the Members may be waived in writing, either before or after the holding of such meeting, by any Members, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by the Member of notice of such meeting.
- (e) **Quorum and Adjournment.** At any Association meeting, quorum shall mean the total number of Members in Good Standing that are present in person or by absentee ballot at such meeting. If any meeting is adjourned, notice of such adjournment need not be given if the date, time, and place to which such meeting is adjourned are fixed and announced at such meeting.

- (f) **Absentee Ballot.** At all meetings, each Member in Good Standing may vote in person or by absentee ballot. The Board of Directors can adopt rules and regulations governing the use of absentee ballots and the form of absentee ballot to be used.
- (g) **Conduct and Order of Business.** As to all matters of procedure not specifically referred to in these Bylaws, Robert's Rules of Order shall apply.
- (h) **Minutes of the Meetings.** Minutes shall be taken at all Association meetings. Copies of the approved minutes shall be available for inspection by Members upon reasonable request, at the Association office or as kept by the Secretary.

Section 3. Voting Rights.

Each Member in Good Standing, as of a Record Date, or as of the date of any meeting where a vote is called for in the event a Record Date has not occurred within the preceding three (3) months, shall be entitled to: one (1) vote for each Lot they own individually, and one (1) for each Lot they jointly own in which they have been designated as the "Member" as required herein. In the case of a Lot owned or held in the name of a corporation, partnership, fiduciary, or nominee, a certificate signed by a duly authorized representative shall be filed with the Secretary naming the person authorized to cast votes for such Lot, which certificate shall 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 shall not be considered, nor shall the presence of such Member at a meeting be considered in determining whether the quorum requirements for such meeting have been met. Lots owned by the Association shall have no vote. Associate Members are not entitled to vote, but may attend meetings. As provided in Article 2, Section 1(b), a tenant is construed to be Associate Members, and have no right to vote.

Except as otherwise provided in these Bylaws, a majority of the Members in Good Standing present at any duly convened meeting in person or by absentee ballot shall be sufficient to determine any matter.

ARTICLE 3
Board of Directors

Section 1. Board of Directors.

The Board shall constitute for all purposes the Board of Directors as provided for under Chapter 5312 of the Ohio Revised Code.

Section 2. Number and Qualification.

The number of Directors shall be no less than three (3) and no more than seven (7), each of whom must be a Member in Good Standing or the spouse of a Member in Good Standing; and in the case of a Member that is a corporation, partnership, limited liability company, trust, fiduciary, or nominee, the designated representative of such Member is eligible to serve as a Director. All Board candidates must be in Good Standing with the Association at the time of the Annual Meeting or Special Meeting held for the election of Directors, and at least 18 years of age. If a Director ceases to meet such Good Standing qualifications during his/her term, he/she will automatically, and without notice, cease to be a Director and his/her place on the Board will be deemed vacant. No single Lot may be represented on the Board by more than one Director.

Section 3. Nomination.

Director nominations shall be made by the Elections Committee. The Elections Committee shall consist of two (2) co-chairpersons (each of whom shall be a member of the Board, appointed by the Board, and shall not be standing for reelection at the annual meeting at which the additional members of the Elections Committee are to be elected) and six (6) other individuals (who shall be Members in Good Standing or Associate Members in Good Standing) and who shall be elected at such Annual Meeting. The Elections Committee shall serve until a new Elections Committee is selected at the next succeeding Annual Meeting. In the event of death or resignation of a member of the Elections Committee, his or her successor shall be selected by the Board of Directors. The Elections Committee shall present all qualified candidates for election to the office of Director, but in any event, not less than the number of vacancies that are to be filled. The Elections Committee shall impose no additional qualifications upon a candidate for Director other than those set forth in these Bylaws.

Section 4. Election of Directors.

The Board of Directors shall be elected at the Annual Meeting, but when the Annual Meeting is not held or Directors are not elected, they may be elected at a special meeting called and held for that purpose. Such election(s) shall be by written secret ballot, whenever requested by any Member in Good Standing; but unless such request is made, the election may be conducted in any manner approved at such meeting. Each Member in Good Standing may vote for as many candidates as there are vacancies in the Board. Candidates receiving the greatest number of votes shall be elected Directors. Cumulative voting is not permitted.

The election of Directors may be conducted by mail, in such manner as the Board of Directors shall determine. In such case, the President shall set a day and time for such election. It shall be the duty of the Elections Committee to prepare ballots with the names of the candidates for each position of Director, as selected by the Elections Committee, and thereafter mailed, no less than fifteen (15) but not more than thirty (30) days prior to the election date. A ballot and return envelope, addressed to: "Inspectors of Election, in care of Cinnamon Lake Association, Inc.," and mailed to the administrative offices of the Association. The Board of Directors shall appoint prior to such election two inspectors of election whose duty it shall be: to safeguard the honesty and integrity of the vote to the best of their skill and ability (including but not limited to the authority to declare a ballot to be invalid in the event of an irregularity), to receive and inspect the votes cast, and to otherwise conduct such election; and thereafter certify the results of said election to the Elections Committee. The Elections Committee shall thereafter notify each Director so elected, and request that such person accept the office to which he/she was elected.

Section 5. Term, Resignations, Vacancies.

Directors are to be elected to serve staggered, three (3) year terms in order to have no more than three (3) Directors' terms expiring in any given year. Each Director shall 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, he/she ceases to be a Member in Good Standing, or his/her death. Any Director may resign at any time by oral statement to the effect made at a meeting of the Board of Directors or in writing to that effect, delivered to the Secretary. Such resignation shall take effect immediately or at such other time as the resigning Director may specify. The remaining Directors, though less than a majority of the authorized number of Directors, shall, by majority vote, fill any vacancy for the unexpired term.

Section 6. Committees.

In addition to the committees described in these Bylaws and in the Declaration, the Board of Directors may appoint other committees, as it deems appropriate to carry out the powers and duties of the Association. Such committees shall be organized in accordance with the rules and regulations therefore, as may be promulgated from time to time, by the Board of Directors, and all members of such committees shall serve at the pleasure of the Board of Directors.

ARTICLE 4
Board Meetings and Other Issues

Section 1. Board Meetings.

- (a) **Organizational Meetings.** Immediately after each Association Annual Meeting or special meeting held in lieu of the Annual Meeting, the newly elected Directors and those Directors whose terms hold over shall hold a meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.
- (b) **Regular Meetings.** Regular meetings of the Board of Directors may be held at least quarterly without notice; at such date, place and time in Ashland County, Ohio as may be fixed from time to time by resolution, or otherwise agreed upon by the Board of Directors. Meetings of the Board shall be open to the Members of the Association in Good Standing, but Members shall not have the right to participate, unless the Board of Directors expressly authorizes that Members may participate. Members of the Association shall not have the right to vote on any issue. Nothing shall require that meetings be held in a place large enough to accommodate all the Members. Members of the Association shall be granted the right to be heard at any meeting(s) of the Board of Directors subject to rules established by the Board of Directors for such hearings.
- (c) **Special Meetings.** Special meetings of the Board of Directors may be held at any time upon call by the President or by any two Directors. Notice of the time, place, and purpose(s) of each special meeting shall be given to each Director, in writing, by the Secretary or by the person(s) calling such meeting. 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 shall, in all events, be deemed to have been proper if given at least seventy-two (72) hours prior to the meeting. The giving of notice shall be deemed to have been waived by any Director who attends and participates in such meeting and may be waived, in writing or electronic mail, by any Director either before or after such meeting.
- (d) **Open Meeting Requirement.** All regular and special meetings shall be open to all Members in Good Standing, with the following exceptions:
 - (i) To consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of employees.
 - (ii) To consider the purchase of property, if premature disclosure of information would give an unfair competitive advantage to a third person.
 - (iii) Privileged conferences with an attorney for this Association concerning disputes that are the subject of threatened, pending or imminent court action.

- (iv) Specialized details of security arrangements, where disclosure of matters discussed might reveal information, the revelation of which would be detrimental to the Association.
 - (v) In the event of an emergency to the health, safety or welfare of the residents of Cinnamon Lake, or to their tenants or guests; where, in the opinion of a majority of the members of the Board of Directors, it would be detrimental to such health, safety, and welfare to wait seventy-two (72) hours after notice to meet and take action. The notice requirement of the Board may be waived by a majority of the Board of Directors, and action taken to deal with such an emergency threat. Provided, however, that unless the emergency threat is a matter falling into the scope of paragraph d (i) – (iv) above, such action by the Board of Directors shall be fully and openly discussed at the next regular meeting of the Board of Directors.
- (e) **Executive Sessions.** At any regular or special meeting of the Board of Directors the Board may, by the majority vote of the Directors, adjourn to an executive session for purpose of discussing and/or taking action on matters of confidentiality. Including, but not limited to: personnel issues/discipline, open contract bid solicitation, pending litigation, other matters protected under attorney-client privilege or enforcement of the Declaration or these Bylaws against any Member. Executive session minutes are not available for inspection and/or copying.
- (f) **Conduct of Meetings.** In accordance with Ohio Revised Code Section 5312.04, the Board of Directors 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.
- (g) **Notices.** Written notice of the time and place of such meeting(s) shall be given to each Director, either by personal delivery, by mail, fax, email, or telephone. At least forty-eight (48) hours before the meeting (which notice need not specify the purposes of the meeting); provided that attendance of any Director at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice shall be deemed to be a waiver by him/her of notice of such meeting. Such notice may be waived in writing either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon, the records of the meeting. Unless otherwise indicated in the notice, any business may be transacted at any organizational or regular meeting.
- (h) **Voting Power.** Each Director shall have one (1) vote. The vote of a majority of the Directors voting on any matter that may be determined by the Board Directors at a duly called and noticed meeting, at which a quorum is present, shall be sufficient to determine any matter.
- (i) **Quorum Adjournment.** A quorum of the Board shall consist of a majority of the Directors on the Board. Every act or decision done, or made by a majority of the

Directors at a duly held meeting shall be regarded as the act of the Directors. A majority of the Directors present at a meeting duly held may adjourn such meeting, from time to time.

- (j) **Meeting Minutes.** Minutes shall be taken at or for all Board meetings. Copies of the approved minutes from all such meetings, except for those taken during closed executive sessions, shall be available for inspection by Members, upon reasonable request, at the office of the Association, or as kept by the Secretary.
- (k) **Actions Without a Meeting.** In lieu of conducting a meeting, the Board of Directors may take an action with the written consent of all of the Directors, which written consent may be in electronic form, including by email or similar mode of communication. Any written consent shall be filed with the minutes of the Board of Directors meeting.

Section 2. Compensation.

While serving on the Board, no Director shall receive any salary or compensation for any service rendered by his/her service on the Board of Directors or for the Association, if such services rendered to the Association could be performed by a third party.

However, any Director 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 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 shall be submitted to the Members for approval by a majority of the disinterested Members.

Section 3. Removal of Directors.

Except as otherwise provided in these Bylaws, the Board may remove any Director from the Board and create a vacancy in the Board, if:

- (a) Such Director fails to attend three (3) consecutive, regularly scheduled meetings of the Board; provided, however, that this provision shall not apply if such absences are excused by the Board for reasonable cause.
- (b) For reasonable cause including, but not limited to, misfeasance or malfeasance, upon the concurrence of at least a majority of all remaining members of the Board of Directors other than the Director whose removal is under discussion.

The remaining Directors, though less than a majority of the authorized number of Directors, shall, 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 shall be present, any one or more of the Directors may be removed with or without cause, by the vote of a majority of the

Members in Good Standing; 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 shall be given an opportunity to be heard at such meeting prior to the vote on removal.

ARTICLE 5
Powers and Duties

Section 1. Powers.

The Board of Directors shall, under law, have the right, power and authority to:

- (a) Exercise for the Association all powers, duties and authority vested in or delegated to this Association pursuant to the Declaration, these Bylaws, and Ohio Revised Code 5312 unless expressly reserved to the membership by other provisions of these Bylaws or the Declaration.
- (b) Take all actions deemed necessary or desirable to comply with all requirements of law.
- (c) Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board of Directors determines are necessary or desirable in the management of the Property and the Association.
- (d) Commence, defend, intervene in, settle, or compromise; any civil, criminal, or administrative action or proceeding, that is in the name of, or threatened against, the Association, the Board of Directors, or the Property, or that involves two or more Members and relates to matters affecting the Property.
- (e) Enter into contracts and incur liabilities relating to the operation of the Property.
- (f) Repair, maintain and improve the Property.
- (g) Enforce all provisions of the Declaration, Bylaws, and Articles of Incorporation governing: the Lots, Dwellings, Common Elements, Property and the Association in general.
- (h) Adopt and promulgate rules, by written notice to the Members, as the Board of Directors deems advisable, for: (i) the maintenance, conservation, and beautification of the Property, and/or for the health, comfort, safety, and general welfare of the Members and occupants; and also, (ii) to govern the operation and use of the Common Elements or any portion thereof, and/or to regulate the use or occupancy of Lots, Dwellings, and/or regulate the maintenance, repair, replacement, modification, and appearance of Lots, Dwellings, and Common Elements when the actions regulated by those rules affect Common Elements, Property, or other Dwellings.
- (i) Suspend the Voting Rights of a Member as provided herein.
- (j) Acquire, encumber, and convey or otherwise transfer real and personal property, further subject to any restrictions contained in these Bylaws or the Declaration.
- (k) Hold in the name of the Association real property and personal property.

- (l) Grant easements, leases, licenses, and concessions through, under, or over the Common Elements.
- (m) Purchase or otherwise acquire, lease as lessee, invest in, hold, use, lease as lessor, encumber, sell, exchange, transfer, and dispose of property of any description or any interest in property of any description.
- (n) Levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Members.
- (o) Impose interest and administrative late fees for the late payment of Association Assessments. Impose returned check charges, and pursuant to the requirements of the Declaration and Ohio law. Impose reasonable enforcement assessments for violations of the Declaration, these Bylaws, and the rules, and reasonable charges for damage to the Common Elements or other Property.
- (p) Establish, enforce, levy and collect Association Assessments against Members.
- (q) Adopt and amend rules that regulate the collection of delinquent Association Assessments and the application of payments of delinquent Association Assessments.
- (r) Impose reasonable charges to the Member for preparing, recording, or copying the Declaration, Bylaws, or amendments, or meeting minutes as well as reasonable charges for the handling of refinancing and/or resale certificates, documentation and or statements of unpaid Association Assessments.
- (s) 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, another Lot or Dwelling, or to the health or safety of the Members or occupants of that Lot or Dwelling or another Lot or Dwelling.
- (t) Borrow money up to \$15,000.00 in the aggregate without the approval of the membership, and for any amounts greater, so long as the same receives the approval of a majority of the Members in Good Standing that are present in person or by absentee ballot at a duly called or held meeting where quorum is present.
- (u) Assign the Association's right to future income, including the right to receive Association Assessments and insurance proceeds. Also, issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed. Execute related documents, provided that any such borrowing shall be limited to the purpose of acquiring funds to be used for the management, insurance, maintenance, repair, and/or replacement of the Common Elements, and/or for such capital additions, alterations, and improvements as may be approved by the Members in accordance with these Bylaws.

- (v) Establish, in the Board of Directors, sole determination, standards, and/or procedures for the suspension of the voting rights of a Member and/or right of the Member and/or occupant to use the parks, lakes, recreational areas or other recreational facilities and amenities during any period in which such Member shall be in default. Default shall mean Member is more than thirty (30) days delinquent in the payment of any Association Assessment or enforcement assessment levied by the Association.
- (w) Obtain insurance and fidelity bonds the Board considers appropriate and necessary.
- (x) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.
- (y) Pay the taxes and Assessments levied against the property owned by the Association before they become delinquent.
- (z) Do all things permitted by law and exercise all power and authority within the purposes stated in the Declaration or incidental, thereto.

Section 2. Duties.

It is the duty of the Board to:

- (a) Keep a complete record of all its acts and corporate affairs and to present a statement of its acts to the Members at each Annual Meeting, or at any special meeting when such statement is requested in writing by Members representing fifty percent (50%) or more of the voting power of the Members.
- (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 and these Bylaws:
 - (i) Fix the amount of the Annual Association Assessment against each Lot or Dwelling at least thirty (30) days in advance of each Annual Association Assessment period. The failure to so fix an Annual Association Assessment shall not relieve any Member from paying an Annual Association Assessment, when one is fixed or from paying the Annual Association Assessment last fixed.
 - (ii) Send written notice of each Annual Association Assessment to every Member subject thereto, at least thirty (30) days in advance of each Annual Association Assessment period. The failure to send such notice within such time, shall not relieve any Member from paying an Annual Association Assessment when the Member does receive notice of the Assessment or from paying the Annual Association Assessment of which the Member last had notice.

- (iii) Fix and give notice of such Special Association Assessment(s) as may be reasonably necessary and establish the time(s) for the payment of such Special Association Assessment(s).
 - (iv) Collect delinquent Association Assessments and charges by foreclosing the lien against any property for which the Association Assessment(s) is not paid within 30 (thirty) days after the due date. Bringing an action at law against the Member personally obligated to pay the same, or initiating such other remedies or actions (including the right to forebear or postpone the prosecution of any authorized procedure) which the Board of Directors deems necessary or proper in the premises.
- (d) Foreclose the lien against any Lot or Dwelling of a Member for which Association Assessment(s) is/are not paid.
 - (e) File an action at law against the Member(s) personally obligated to pay the Association Assessment(s).
 - (f) Issue or cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Association Assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an Association Assessment has been paid, such certificate shall be conclusive evidence of such payment.

Section 3. Limitation on Powers.

The Board is prohibited from increasing the Assessments except as otherwise provided in the Declaration or herein. Additionally, the Board is prohibited from incurring a cumulative debt in excess of Fifteen Thousand Dollars (\$15,000.00) for the purchase (or lease) of real or personal property, the issuance of bonds or debentures, or mortgage of any of its property, without the approval of a majority of the Members in Good Standing of the Association that are present at any duly convened meeting in person or by absentee ballot where quorum is present. The foregoing will not preclude the Association from entering into business leases in the ordinary course of business for which such expenditure(s) have been itemized as an ordinary course expense in the annual budget of the Association. By way of example (but not intended to serve as a limitation), office equipment leases (i.e., postage machine, office copier), and leasing of Association vehicles maintained for exclusive Association use, would not require Membership approval.

Section 4. Committees.

The Board of Directors may, by resolution, provide for standing or special committees as it deems desirable, and discontinue the same, at its discretion. All committee members must be Members in Good Standing. Each committee consisting of not less than three (3) members shall have such powers and perform such duties, not inconsistent with the law, as may be delegated to it by the Board of Directors. Each committee shall keep full records and accounts of its proceedings and transactions. All action by any committee shall be reported at the next Board of

Directors meeting and shall be subject to control and revision by the Board of Directors, provided that no rights of third persons shall be prejudicially affected. Each committee shall fix its own rules of procedure and shall meet as provided by such rules as determined by the Board of Directors. Also, the committees will meet at the call of the President or of any two (2) members of the committee. Unless otherwise provided by such rules or by resolutions, the provisions of Article 4, Section 1, relating to the notice required to be given of special meetings of the Board shall also apply to meetings of each committee. A majority of the members of a committee shall constitute a quorum. Each committee may, in lieu of a meeting, act in writing or by telephone with written confirmation, but no such action occurring without a meeting and quorum, shall be effective unless unanimous written consent by all members of the committee has been obtained. Vacancies in a committee shall be filled by the Board of Directors or as it may provide.

- (a) **Environmental Control Committee.** The Environmental Control Committee, created by the Declaration, has those powers and duties enumerated by the Declaration.

ARTICLE 6
Officers

Section 1. Election and Designation of Officers.

The Board of Directors shall elect a President, Vice President, a Secretary, and a Treasurer. Each of whom shall be a member of the Board of Directors. Other offices may, from time to time, be established by the Board of Directors. The Secretary and Treasurer may be the same person. No other person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to this Article.

Section 2. Term of Office.

Unless otherwise provided by these Bylaws, the officers of the Association shall hold office at the pleasure of the Board of Directors, unless sooner removed by the Board of Directors, or until the organizational meeting of the Board Directors, following the next Annual Meeting of the Association, and/or until their successors are chosen and qualified. The Board shall fill a vacancy in any office, however created.

Section 3. Resignation and Removal.

Any officer may be removed from office, with reasonable cause, by a majority vote of the Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified, and the acceptance of such resignation shall not be necessary to make it effective. The Board may select a person to fill such vacancy.

Section 4. Duties and Term.

Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) **President.** The President is the “Chief Executive Officer” of the Association. The President shall preside at all meetings of the Board of Directors. Subject to the directions of the Board of Directors, the President shall have general executive supervision over the business and affairs of the Association. The President, together with the Secretary, or other officer of the Association authorized by the Board of Directors, shall sign deeds, mortgages, bonds, contracts or other instruments on behalf of the Association, which may be authorized by the Board of Directors, except in cases where the signing and execution is expressly delegated otherwise, by the Board of Directors to some other officer or agent of the Association. The President shall have such other authority and shall perform such other duties as may be determined by the Board of Directors or otherwise provided for in the Declaration or in these Bylaws. The term of the President shall be one year. The President may be re-elected to no more than three successive one-year terms at the discretion of the Board of Directors.

- (b) **Vice President.** The Vice President shall perform all the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Directors. At the request of the President, or in his absence, inability or refusal to act as determined by a majority of the Board of Directors, the Vice President shall perform all the duties of the President, and when so acting, shall have all the power of the President with like authority of the President.
- (c) **Secretary.** The Secretary shall keep the minutes, proceedings of meetings, and record the votes of the Board of the Directors and of the Members. The Secretary shall serve notice of meetings of the Board of Directors and of the Members, as required by law or by these Bylaws, and keep appropriate current records showing the names of Members, Associate Members and occupants, together with their addresses, and shall perform such other duties as may be determined by the Board of Directors.
- (d) **Treasurer.** The Treasurer shall have general supervision of all Finances. Assume responsibility for the receipt and deposit in the federally insured bank accounts, as selected by the Board of Directors. Ensure all monies of the Association, the disbursements of such funds as directed by resolution of the Board of Directors, the keeping of proper financial books of account, the preparation of an annual budget, and a statement of income and expenditures to be sent to the Members no later than 60 days from January 1 of each calendar year. Also, shall turn over to his/her successor or to the Board of Directors all property, books, documents, and money of the Association in his/her possession, and shall perform such other duties as may be determined by the Board of Directors.

Section 5. Other Officers.

The Board of Directors may appoint other officers, such as: a lake manager or managing agent, as it may deem desirable. Each officer(s) shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

Section 6. Delegation of Duties.

Nothing contained in these Bylaws shall be construed so as to preclude the Association, through its Board of Directors 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 of Directors shall, from time to time, specify and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 7. No Compensation to Officers.

No officer of the Association shall receive compensation for his/her services as such.

Section 8. Fidelity Bonds.

The Board shall require that all Board members, officers, agents, and employees of the Association handling or responsible for Association funds have adequate fidelity bonds or insurance, which the Association shall pay for, directly or indirectly (e.g. as part of a management contract). The premiums on such bonds or insurance shall be an Association Expense.

ARTICLE 7
Indemnification

Section 1. In General.

The Association shall reimburse any member of the Board of Directors or officer of the Association or any former Director or officer of the Association and/or its or their respective heirs, executors, and administrators; against reasonable expenses in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Director or officer of the Association. Reasonable expenses include attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her. However, the Association shall not reimburse a member of the Board of Directors or officer if it is determined that:

- (a) Such Director or officer was grossly negligent or guilty of misconduct in the performance of his/her duty to the Association
- (b) Such Director or officer acted in bad faith
- (c) In any criminal action, suit or proceeding, such Director or officer had reasonable cause to believe that his/her conduct was unlawful.
- (d) In case of settlement, the amount paid in the settlement was reasonable.

The determination required above of whether or not to "reimburse", shall be made by written opinion of independent legal counsel chosen by the Board of Directors. Notwithstanding the opinion of legal counsel, to the extent that a Director or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified as set forth above.

Section 2. Advance of Expenses.

The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

Section 3. Indemnification Not Exclusive; Insurance.

The indemnification provided for in this Article shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled, under the Articles of Incorporation, the Declaration, these Bylaws or rules, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code, and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association against any liability asserted against him/her or

incurred by him/her in such capacity or arising out of his/her status as a Director or officer of the Association.

Section 4. Directors and Officers Liability.

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

Section 5. Cost of Indemnification.

Any sum paid or advanced by the Association under this Article shall constitute an Association Expense. The Board of Directors shall have the power and the responsibility to raise, by assessment or otherwise, any sums required to discharge the Association's obligations under this Article, provided, however, that the liability of any Member arising out of the contract made by any Director or officer of the Association, or out of the aforesaid indemnity in favor of such Director or officer of the Association, shall be limited to such proportion of the total liability as said Member's pro rata share of all the Members as members of the Association.

ARTICLE 8
General Powers of Association

Section 1. Payments as Association Expenses.

The Association, for the benefit of all the Members, shall acquire, and shall pay for out of the Association's funds all Association Expenses arising with respect to, or in connection with, the Property. The expenses of the Association may include the following:

- (a) **Utilities and Related Facilities.** The cost of water, waste removal, electricity, gas, heat, or any other utility service for the Common Elements, Lots, and/or Dwellings that are not separately metered or otherwise directly charged to Members.
 - (i) In the event any utility service for a Lot and/or Dwelling is paid by the Association of any kind or nature not furnished to all Members, the Association shall charge monthly to the Member of such Lot and/or Dwelling an estimated cost for such usage. However, the Board of Directors may discontinue payments of such utility service at any time, in which case each Member shall be responsible for the direct payment of his share of such expense, as shall be determined by the Board of Directors.
 - (ii) The Board of Directors has the further right and authority to set standards as to the reasonable amount of use of any utility service assessed as an Association Expense or "other charge," which may be applied equally to all Members, as set forth in the Declaration, and to then levy additional assessments against any Member to reimburse the Association for excessive use of any utility service by such Member in such amounts as the Board of Directors shall determine.
- (b) **Casualty Insurance.** Premiums for hazard and fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually by the Board of Directors.
- (c) **Liability Insurance.** Premiums for insuring the Association, the Board of Directors and officers, the manager or managing agent, and the Members, Associate Members and occupants against any liability to the public or to the Members, their tenants, invitees and licensees, incident to the ownership and/or use of the Common Elements, as provided in the Declaration, the limits of which policies shall be reviewed annually by the Board of Directors.
- (d) **Other Insurance.** Premiums for other insurance, including fidelity bonds or insurance, effected in accordance with the provisions of the Declaration or these Bylaws.

- (e) **Workers' Compensation.** The cost(s) of workers' compensation insurance to the extent necessary to comply with any applicable laws.
- (f) **Wages and Fees for Services.** The wages and fees for services of any person(s) or firm employed by the Association, including, without limitation, the services of any person(s) or firm to act as a manager or managing agent for the Property. The services of any person(s) required for the maintenance or operation of the Property and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement or interpretation of the Declaration, these Bylaws, and rules and for the organization, operation and enforcement of the rights of the Association.
- (g) **Reasonable Care of Common Elements.** The cost of reasonable landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacements of the Common Elements that the Association is responsible for as provided for in the Declaration and such furnishings and equipment for such portions of the Common Elements; all as the Board of Directors determines are reasonably necessary and proper, and the Board of Directors, on behalf of the Association, shall have the exclusive right and duty to acquire the same for such portions of the Common Elements.
- (h) **Certain Maintenance of Lots or Dwellings.** In addition to the provisions and requirements contained in the Declaration, the cost of the maintenance, repair, or replacement of any Lot or Dwelling or other item of Member's responsibility as defined in the Declaration, including the costs of correction for any violation of the Declaration or rules, if such maintenance, repair, or replacement is necessary. At the Board of Directors sole discretion for safety, aesthetics, uniformity or to protect the Common Elements, Property, or any Lot or Dwelling, and the Member so responsible has failed or refused to perform such maintenance, repair, or replacement within a reasonable amount of time, as specified in Declaration Article 8, Section 2, provided that the Board shall levy an assessment against such Member for the cost of such maintenance, repair, or replacement.
- (i) **Discharge of Mechanic's Liens.** Any amount necessary to discharge any mechanic's lien or other encumbrance which may, in the opinion of the Board of Directors, constitute a lien against the Property or any part thereof and which arose by virtue of the Board's authorization. Where one or more Members are responsible for the existence of such lien or for the work or labor authorized or directed by the Board, the Association may pay or otherwise discharge the lien, but the responsible Member(s) shall be jointly and severally liable for the costs and expenses of discharging it, and any costs and expenses incurred by the Association by reason of said lien(s) shall be specially assessed to said Members.
- (j) **Additional Expenses.** The cost and expense of any other materials, supplies, furniture, labor, services, maintenance, repairs, insurance, or assessments that the Association is required or permitted to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law or which, in the Board's opinion, are

necessary or proper for the reasonable maintenance and operation of the Property or for the enforcement or interpretation of the Declaration, these Bylaws, and/or the rules.

Section 2. Association's Rights to Enter Owners' Lots.

The Association, through its Board of Directors, or duly authorized agent(s) may enter any Lot (but not the interior of any Dwelling located on the same) to:

- (a) Conduct any maintenance, repair, or replacement for which the Association is responsible.
- (b) Conduct any maintenance, repair, or replacement required of a Member, if a Lot becomes impaired, in a neglected state or otherwise in need of repair or restoration, as solely determined by the Board of Directors, and after thirty (30) days' notice of its intent to do so and the Member's failure to remedy such matter prior to the expiration of such period.
- (c) If the Association, through its Board Directors or duly authorized agent(s) enters any Lot pursuant to the provisions of this Section 2, the Association, its Directors and officers, and/or agents shall not be deemed guilty in any manner of trespass. If the Member fails to repair, restore, or otherwise correct the condition after notice from the Association, the Association may, but shall not be obligated to, repair, restore, or otherwise correct the condition provided that the Association shall levy an assessment against such Member for the cost of such maintenance, repair, or replacement.

Section 3. Acquisition, Sale or Exchange of Real Property.

Whenever the Board of Directors decides to acquire, sell, or exchange real property or any interest therein held (or to be held) in the name of the Association, the Board of Directors shall submit such acquisition, sale, or exchange to a vote of a majority of the Members in Good Standing that are present at a duly convened meeting where quorum is present or by absentee ballot. If so approved, the Board of Directors may proceed with such acquisition, sale, or exchange, in the name of the Association and on behalf of all Members, and the costs and expenses shall constitute part of the Common Expenses. Notwithstanding the foregoing, the Board of Directors shall not be required to comply with the prior voting approval process for the acquisition, sale and/or exchange of any Lot held (or to be held) in the name of the Association, and instead may freely elect to proceed to acquire, sell and/or exchange any such Lots pursuant to the Board's approval process contained under Article 4, Section 1 herein.

Section 4. Utility Contracts.

In addition to the authority provided for in Article 8, Section 1(a) of these Bylaws, the Board of Directors, on behalf of the Association and the Members, individually and collectively, may negotiate and enter into contracts with any utility service provider to provide for services as the Board of Directors determines is in the best interest of the Association and/or Members as a

whole, whether or not such services are included and/or paid for as an Association Expense or paid directly by the Members.

Section 5. Insured Contractors.

For any work or services to be performed on the Common Elements or Property, the Association shall only retain and contract with contractors, persons, firms and other entities that maintain and keep workers' compensation and liability insurance in such minimum amounts as required by the State of Ohio and the Board, or, in such instances where a contractor is not otherwise required to carry such insurance under Ohio law (i.e., in the case of laborers of Amish decent), a signed waiver and release from such contractor as the Board finds reasonably prudent.

Section 6. Applicable Laws.

The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property including, without limitation, Chapter 5312. In the event of any conflict or inconsistency between the provisions of the Declaration and these Bylaws, the terms and provisions of the Declaration shall prevail, and the Members and all persons claiming under them must either successfully amend the Declaration, or otherwise such failure to amend the Declaration shall serve as a covenant of all such Members to vote in favor of such amendments to these Bylaws as will remove such conflicts or inconsistencies.

ARTICLE 9
Assessments

Section 1. Determination of Assessments.

The Board of Directors shall fix and determine, from time to time, the sum(s) necessary and adequate for the types of Assessments provided herein; and in the Declaration, which include those sums necessary to pay for Common Expenses. Common Expenses shall include expenses for the operation, maintenance, repair, or replacement of the Common Elements, and such other parts of the Property as provided for in the Declaration, the carrying out of the powers and duties of the Association, the items enumerated in Article 8 above, and any other expenses designated from time to time, by the Board of Directors as Association expenses. The Board is specifically empowered on behalf of the Association to fix the annual operating budgets and collect the Assessments and to maintain, repair, and replace the Common Elements.

- (a) **Types of Assessment.** Each owner or co-owner, whether by legal or equitable ownership, of a Lot shall be a Member or Associate Member (as each is defined in the Bylaws) of the Association. By acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed), each grantee under such deed is deemed to covenant and hereby agrees to pay to the Association the following (collectively, the “Assessments” or an “Assessment”):
 - (i) **Annual Operating Assessment.** There is hereby established an Annual Operating Assessment levied against all Lots for the purpose of satisfying the common expenses of the Association relating to management and operation of the Common Elements within the Development (hereinafter “Common Expenses”), which shall include, but not be limited to: costs for the maintenance, repair and other services provided by the Association, taxes on the Association property, insurance premiums for insurance provided pursuant hereto, costs for the operation, management and administration of the Association, including, but being not limited to, fees of property management, legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, the salaries, wages, payroll charges, and other costs incurred to perform these services a general operating reserve and a capital improvements reserve.
 - (ii) **Special Assessments.** The Association shall have the right, subject to the provisions of the Declaration and these Bylaws, to levy a Special Assessment for the expense to construct, reconstruct, repair and replace capital improvements which are a part of the Common Elements, to the extent reserve funds are insufficient.
 - (iii) **Individual Assessments.** The Association may levy an Individual Assessment on any Lot to reimburse the Association for the cost of performing obligations of a Lot owner pursuant to the provisions of the Declaration, these Bylaws, or for such reason as may hereafter be

determined by the Association, including and without limiting the generality of the foregoing, for the reason of levying as an assessment:

- (1) The cost of enforcement against a Lot owner, any occupant thereof, or the respective licensees and invitees thereof, of any violation of the terms of the Declaration, the Bylaws, or such rules and regulations as may, from time to time, be adopted by the Board of Directors of the Association.
- (2) Costs incurred by the Association in the event the owner of a Lot or any occupant thereof fails to maintain such Lot in a manner which, in the discretion of the Board of Directors, constitutes a nuisance or threatens the welfare of other Members, Lot owners or occupants.
- (3) Fines or penalties levied by the Board of Directors, in its discretion and after reasonable notice and a hearing, upon a Member for any of the occurrences referred to in this paragraph, which fines and penalties the Board of Directors is specifically authorized hereby to so levy.

(b) **Procedures for Imposing an Individual Assessment for Damages or Enforcement.**

- (i) **Notice.** Prior to imposing an Individual Assessment, the Board of Directors shall give the Member written notice containing:
 - (1) A description of the property damaged, the required maintenance or the violation.
 - (2) The amount of the proposed Individual Assessment.
 - (3) Statement that the Member has a right to a hearing before the Board of Directors to contest the Individual Assessment.
 - (4) A statement setting forth the procedures to request a hearing.
 - (5) A reasonable date by which the Member must remedy the violation to avoid the Individual Assessment, if such opportunity to remedy is applicable.
- (ii) **Hearing.** A Member may request a hearing by delivering written notice of such request no later than the tenth (10th) day after receiving the notice provided in Section 3(c) of this Article. If the Member fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board of Directors may immediately impose the Individual Assessment referenced in the notice provided above, or may allow a reasonable time for the Member to remedy the violation before

imposing an Individual Assessment. If a Member requests a hearing, the Board of Directors shall not levy the Individual Assessment before holding a hearing, and will, at least seven (7) days prior to the hearing provide the Member with a written notice of the date, time and location of the hearing. Within thirty (30) days following a hearing at which the Board of Directors imposes an Individual Assessment, the Board of Directors shall deliver a written notice of the Individual Assessment to the Member.

- (c) **Manner of Notice.** Any notice required under this Section shall be served in accordance with Article 10, herein.
- (d) **Levy and Amount of Annual and Special Assessments.**
 - (i) **Annual Operating Assessment.** The annual operating expense shall be that amount of funds estimated by the Board of Directors, to be necessary to satisfy all operating expenses of the Association for the balance of the next succeeding fiscal year, including all Common Expenses. By January 15th of each calendar year, a notice of the Association Assessments shall be mailed or presented to each of the affected Members at their recorded addresses. All Assessments shall be payable to the Association and upon request, the Secretary or Treasurer shall give a receipt for each payment made. The Assessments are due on March 1st of each calendar year. The Annual Operating Assessment shall automatically increase on January 1st each year for five (5) consecutive years, with the first (1st) increase commencing on January 1, 2019, and the last increase commencing on January 1, 2023. Each annual increase shall be by an amount equal to the Annual Operating Assessment for the preceding calendar year (the “Base Year”), plus the greater of: (a) two percent (2%) of the Annual Operating Assessment for the Base Year, or (b) the percentage of the Cost of Living Adjustment, as announced by the Social Security Administration of the United States of America in December of the Base Year. After the fifth (5th) annual increase, the Board of Directors, at their discretion, may propose an increase to the Annual Operating Assessment in an amount determined by the Board of Directors to be necessary to satisfy all operating expenses of the Association for the balance of the next succeeding fiscal year, including all Common Expenses, which must be approved and adopted by the Association and its Members by an affirmative vote of more than fifty percent (50%) of those Members in Good Standing who cast a vote, whether present in person or by absentee ballot, at a duly called or held Annual Meeting or Special Meeting called for such purpose, at which there is a quorum. For purposes of this section, those Members in Good Standing that are present in person or by absentee ballot at such meeting shall constitute a quorum. The Annual Operating Assessment is comprised of the following components:

- (1) Association Dues in the amount of Seventy-Five and No/100 Dollars (\$75.00) per Lot, which may not be increased except by a duly adopted amendment to these Bylaws.
 - (2) The Annual Assessment in the amount of Three Hundred Nine and 60/100 Dollars (\$309.60) per Lot as of January 1, 2018.
- (ii) **Operating Reserve.** The Board of Directors may establish and maintain a “General Operating Reserve Fund” in such an amount, as shall be determined by the Board of Directors so as to assure availability of funds for the normal operation of the Association.
 - (iii) **Capital Improvement Reserve.** The Board of Directors may establish and maintain a “Reserve Fund” in such an amount, as such Board of Directors may deem appropriate, so as to assure the availability of funds for the repair and replacement of capital improvements which are a part of the Common Elements. Payments by Members into this fund shall be contributions to the capital of the Association. These funds, except as otherwise provided by the Board of Directors, shall be used solely for the purpose for which they are designated.
 - (iv) **Special Assessments for Capital Improvements.** In addition to the Annual Operating Assessment referred to hereinabove, the Board of Directors may recommend to the membership, at any time, in its discretion, Special Assessments to construct, reconstruct, or to replace capital improvements on the Common Elements to the extent that reserves therefore are insufficient. Any proposed Special Assessment must be approved by the Association and its Members by an affirmative vote of more than fifty percent (50%) of those Members in Good Standing who cast a vote, whether present in person or by absentee ballot, at a duly called or held Annual Meeting or Special Meeting called for such purposes, at which there is a quorum. For purposes of this section, those Members in Good Standing that are present in person or by absentee ballot at such meeting shall constitute a quorum.
 - (v) **Special Individual Assessments.** The Board of Directors may levy an Individual Assessment against an individual Lot, to reimburse the Association for those costs incurred in connection with that Lot. In the event the Lot owner fails to maintain such Lot as provided in the hereinabove, or in the event that any action is instituted against a Lot owner; the occupant thereof, or the respective licensees and invitees thereof, as a result of any violation of the terms of the Declaration, the Bylaws, or such rules and regulations as may, from time to time, be adopted by the Board of Directors.

(e) **Effect of Non-Payment of Assessments; Remedies of the Association.**

- (i) If any installment of any Assessment is not paid within thirty (30) days after the same has become due, the entire unpaid balance of such assessment shall then automatically be accelerated and shall immediately become due and payable in full, together with the cost of collection thereof, attorneys' fees, and interest on the entire unpaid balance of such assessment at the higher rate of ten percent (10%) per annum, or the highest interest rate permitted by law.
- (ii) At any time after an Assessment or an installment thereof levied pursuant hereto remains unpaid for thirty (30) days after the same has become due and payable, a certificate of lien for the entire unpaid balance of such Assessment, together with the cost of collection thereof, attorneys' fees, and interest on the entire unpaid balance of such assessment at the rate set forth hereinabove, may be filed with the Ashland County Recorder's Office, pursuant to authorization given by the Board of Directors. Such certificate of lien shall contain a description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the Assessment, and shall be signed by the President or other officers designated for such purpose by the Board of Directors.
- (iii) The lien provided for herein shall remain valid for a period of five (5) years from the date of the filing of the aforementioned certificate of lien, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided.
- (iv) Except as to first mortgages as provided hereinafter, the lien referred to herein and the rights of the Association as provided herein shall not in any way be affected, abridged or impaired by the conveyance of the Lot to which such lien applies, but such rights shall continue as against the parties to whom such Lot is conveyed as provided hereinabove.
- (v) The Association, as authorized by the Board of Directors, may bring an action at law against the owner or owners obligated to pay the Assessments referred to herein, or an action to foreclose the lien referred to hereinabove, or both. In any such foreclosure action, the owner or owners affected shall be required to pay a reasonable rental to the Association for that Lot during the pendency of such action and the Association shall be entitled to become a purchaser at the foreclosure. In any such action, interest and costs of such action shall be added to the amount of any such Assessment, to the extent permitted by the laws of the State of Ohio.

- (vi) No Member of the Association may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Elements, or by abandonment of such Member's Lot.
- (vii) Any Member who believes that an Assessment chargeable to such Member's Lot, for which a certificate of lien has been filed by the Association, has been improperly charged against that Lot; shall submit to Mandatory Mediation Proceedings, as set forth herein.
- (f) **Subordination of the Lien to the First Mortgages.** The lien of the Association for all Assessments provided for herein (except where perfected by a recorded certificate of lien as provided hereinabove) shall be subject and subordinate to the lien of any duly executed and recorded first mortgage. Any holder of such first mortgage which comes into possession of a Lot (pursuant to the remedies provided in such mortgage), or by foreclosure of the mortgage, or by deed, or by deed in lieu of foreclosure, and any purchaser at a foreclosure sale shall take the property free of any claims for unpaid assessments or charges against the said Lot (except those referred to in a certificate of lien) which are attributable to the period prior to the time such holder or purchaser took title to such Lot.
- (g) **Local Government Assessments.** In the event any governmental body should, in connection with a sewer, water, street, street lighting, or sidewalk improvement, or similar improvement or maintenance program or other governmental action, levy an assessment against all or any part of the Common Elements of the Association; those assessments shall be shared among all Lots, and if the same is paid by the Association, the same shall forthwith upon such payment be assessed by the Association among all Lots in the same proportions as annual operating assessments as otherwise provided hereinabove.

Section 2. Use of Assessments.

The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of: the Members, Associate Members and any and all occupants of a Lot arising by through or under a Member, the aesthetics of the community, and in particular for the improvement, maintenance, and replacement of Property, services, and facilities devoted to this purpose. In addition to and related to, the use and enjoyment of the Common Elements and Property including, but not limited to: the payment of taxes and insurance, repair, replacement, and additions, and for the cost of labor, materials, equipment, management, and supervision. If assessments collected during the fiscal year are in excess of funds necessary to meet the anticipated expenses, the excess shall be paid into the General Operating Reserve Fund and in no event shall such excess be deemed profit nor available except in dissolution of the Association for distribution to Members. However, if the Board of Directors determines that the retention of any Assessments collected in excess of ordinary and necessary expenses would subject any proceeds to taxation, the Board of Directors, in its discretion, may refund all or any portion of such excess among the Members owning Lots, at the time of such distribution in the same proportion as the they were made of those Members. Alternatively, any

such excess may be applied by the Board of Directors so as to reduce the Assessments next due, payable.

Section 3. Notice and Payment of Association Assessments.

When the Board has determined the amount of any Assessment, a statement of the Assessment shall be hand-delivered or mailed to each of the affected Members. All Assessments shall be payable to the Association. Assessments shall be made against Members in an amount no less than required to provide funds in advance for payment of all of the anticipated current Association Expenses and for all of the unpaid Association Expenses previously incurred.

Section 4. Obligation to Pay Assessments.

- (a) The Association shall credit payments made by a Member in the following order of priority:
 - (i) First, to interest owed to the Association.
 - (ii) Second, to administrative late fees owed to the Association.
 - (iii) Third, to collection costs, attorneys' fees, and paralegal fees incurred by the Association in collecting the Association Assessment and/or enforcement assessment.
 - (iv) Fourth, to the principal amount the Member owes to the Association for the Association Expenses, Association Assessment, or enforcement assessments chargeable against the Lot or Dwelling.
- (b) Each Member shall pay his/her proportionate share of the Association Expenses as assessed against the Members. Payment of any other Assessment shall be made in such amounts and at such times as the Board of Directors may determine. The obligation to pay any Assessment is a separate and independent covenant on the part of each Member. No diminution or abatement of Association Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors, under the Declaration or these Bylaws, or for inconvenience, discomfort or dislocation arising from the making of repairs or improvements that are the responsibility of the Association or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. No owner of a Lot or Dwelling may exempt himself/herself from liability for any Assessment(s) by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of his/her Lot or Dwelling, or for any other reason.
- (c) If any amount of any assessment is not paid within 30 days after it has become due, the entire balance of the assessment shall then be automatically accelerated and shall immediately become due and payable in full, together with the cost of

collection thereof, attorneys' fees, and 10% interest per annum, or the highest interest rate permitted by law, on the entire unpaid balance of the assessment. A Certificate of Lien shall be filed in Ashland County, Ohio pursuant to authorization given by the Board of Directors. The Certificate of Lien shall contain a description of the Lot against which the lien exists, the name(s) of the record owner(s), and the amount of the unpaid portion of the assessment, and shall be signed by the President or other officers designated for such purpose by the Board of Directors. The lien shall remain valid for 5 years from the date of filing the Certificate of Lien, unless sooner released or satisfied. The Association, as authorized by the Board of Directors, may bring an action at law against the Member or owner obligated to pay the Assessment or an action to foreclose the lien, or both. In any such foreclosure action, the Member or owner shall be required to pay a reasonable rental to the Association for that Lot during the pendency of the action, and the Association shall be entitled to become a purchaser at the foreclosure. In any such action, interest, and costs of such action shall be added to the amount of such assessment, to the extent permitted by Ohio law. No member may waive or otherwise escape liability for assessments provided herein by non-use of the Common Elements or by abandonment of his/her Lot.

- (d) Except as to first mortgages, the lien referred to herein and the rights of the Association as provided herein, shall not be affected, abridged, or impaired in any way by the conveyance of the Lot to which such lien applies, but such rights shall continue as against the parties to whom such Lot is conveyed as provided herein.
- (e) The Board of Directors has the right to suspend the voting rights and rights to use the facilities of any Member, and the related Associate Member(s), tenant(s) and guest(s), if any, for the period of time for which the Assessment is unpaid. The voting rights and rights to use the facilities of any Member, and the related Associate Member(s), tenant(s) and guest(s), if any, shall also be suspended if, after reasonable notice and a hearing, any of the covenants or conditions contained in the Declaration or these Bylaws are violated.

Section 5. Failure to Prepare Annual Budget or Make Current Assessments.

The failure or delay of the Board of Directors in the preparation of any budget or in the giving of notice to Members, or any delay in the making of Association Assessments against Members, or any of them, shall not constitute a waiver or release in any manner of such Member to pay his/her proportionate share of the Association Expenses, including reserves, whenever the same shall be determined and assessed. In the absence of any annual estimate of Association Expenses, including required reserves, or of any Association Assessments based thereon, Members shall continue to pay the Association Assessments at the existing rate established for each Member then in effect, until the first maintenance payment becomes due.

Section 6. Certificate of Assessment.

Upon demand and for a reasonable charge, the Association shall furnish a certificate signed by an Officer of the Association at the discretion of the Board of Directors. Setting forth whether the assessments as to a specific Lot have been paid and any unpaid amount.

Section 7. Books and Records.

- (a) The Association shall keep full and 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 Members, minutes of the Association and meetings of the Board of Directors, and records of names and addresses of the Members, Associate Members and occupants (the "Association's Records").
- (b) The Association Records are subject to inspection by any Member during hours when the business office of the Association is open. The Board of Directors may adopt rules establishing reasonable standards for the examination and copying of the Association's Records, which may include without limitation: standards and limitations governing the type of documents that are subject to examination and/or copying, limitations on the use and distribution of such records, and a reasonable fee for the examination and/or copying of the documents. In the absence of any rules; any Member or his/her mortgagee, or by any representative of an Member duly authorized, in writing, may, for reasonable purposes, during normal business hours and following a reasonable, prior written request to the Board of Directors, examine or copy the Association's Records, subject to a reasonable fee and the provisions of Chapter 5312. Within ten (10) days of a written request to the Board of Directors and upon payment of a reasonable fee, any Member shall be given a statement of his/her account showing the amount of any unpaid Association Assessments or other charges due and owing from such Member.
- (c) The Association shall not permit examining and/or copying of any of the following from books, records, or minutes unless expressly approved by the Board of Directors:
 - (i) Information that pertains to personnel matters.
 - (ii) Communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation or other property-related matters.
 - (iii) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements.

- (iv) Information that relates to the enforcement of the Declaration, these Bylaws or rules against other Members.
- (v) Information prohibited by state or Federal Law to be disclosed.

Section 8. Status of Funds Collected by Association.

All funds collected shall be held and applied as designated in the Declaration, these Bylaws, or Ohio law. All sums collected by the Association for Assessments may be commingled in a single fund or divided into more than one fund, bank, or investment accounts as determined by the Board of Directors.

Section 9. Annual Review.

The books of the Association shall be reviewed once a year by the Board of Directors. In addition, at any time, upon the request of three (3) Directors or of Members holding fifty percent (50%) or more of the Association's total voting power, the Board of Directors shall cause an audit of the books to be made by a Certified Public Accountant; any such audit shall be at the expense of the Association and a copy of such audit shall be sent to every Member within thirty (30) days of Association's receipt of same.

Section 10. Fiscal Year.

The fiscal year shall be determined by the Board of Directors.

ARTICLE 10
Notices

All notices required or permitted under these Bylaws to the Association or the Board of Directors, shall be in writing and shall be sent via regular U.S. mail, first-class prepaid postage. Addressed to the Board of Directors or the Association, 1443 Laurel Dr., West Salem, OH., 44287, or forwarded to an address that the Board of Directors may designate, from time to time, by notice in writing to all Members. All notices to any Member shall be hand-delivered or sent via regular U.S. mail, first-class prepaid postage, to such Member's Lot or Dwelling address or to such other address as may be designated by him/her, from time to time, in writing, to the Board of Directors. Any notice required or permitted to be given to any occupant of a Dwelling other than a Member, shall effectively be given if hand-delivered or sent by regular U.S. mail, first-class prepaid postage, to the Lot or Dwelling address. Notices required to be given to any devisee or personal representative of a deceased Member may be delivered either personally or by mail to such person at his/her address appearing, on the records of the Court where the estate of such deceased Member is being administered. Upon written request to the Board of Directors, the holder of any duly recorded mortgage or trust deed against any ownership interest, shall be given a copy of any and all notices permitted or required by the Declaration or these Bylaws that would be given to the Member whose Lot or Dwelling is subject to such mortgage or trust deed.

ARTICLE 11
Prohibition of Sex Offenders

No Person:

(a) Required to register with a designated registering agency pursuant to Chapter 2950 of the Ohio Revised Code, as amended from time to time; and/or

(b) Who is or has been at any time determined to be a sexually oriented offender or child-victim oriented offender pursuant to any other similar sexually oriented or child-victim oriented registration requirement statute, as amended from time to time, from another jurisdiction;

(each, under (a) and (b) above defined under the Bylaws as a “Registrant”),

may permanently or temporarily reside in any Dwelling, on any Lot, or on any Camping Lot for any length or period of time. This prohibition applies to all Registrants, including, but not limited to those aforesaid offenders convicted prior to the adoption of Chapter 2950 of the Ohio Revised Code, regardless of when the Registrant committed the sexually oriented or child-victim oriented offense.

If, at any time prior to the date of these Bylaws, or at the time of the approval of or thereafter the date of these Bylaws, a Registrant resides in or occupies any Dwelling, Lot or camping lot as an owner, tenant, resident, guest, or any other possessor of interest; the Member must cause the person to vacate the Lot or Dwelling, even if the Registrant is the Lot owner. This restriction shall apply equally to all prior, current and/or future Members, Lot owners, tenants, residents and occupants in the Association. It is the specific intent of the Association and its Members to enact this provision and to apply it retroactively, both as to any Registrant that resides in the Association as of the date of the approval of this Amendment to the Bylaws, and likewise, to any current or future Member, Lot owners, tenants, residents and occupants in the Association who, after the approval of this Amendment to the Bylaws, shall be thereafter designated as a Registrant.

The Association shall provide any Member in violation of this provision a written notice sent via first class, postage pre-paid, U.S. Mail to the Member’s last known address, which informs the Member that he or she is in violation of this Section. The notice will provide the Member sixty (60) days after the date of the notice in order to correct the violation and ensure that the Registrant is removed from the Lot/Dwelling. If the Registrant does not vacate the Lot/Dwelling within sixty (60) days of the date of the notice, then the Association may institute such legal proceedings as may be appropriate (including, but not limited to an action seeking an injunction) to have the Registrant expelled or removed from the Lot/Dwelling within the Association.

If it is necessary for the Association to pursue any form of legal action, regardless of whether such action is in the form of an injunction, eviction, or other form of relief to gain compliance with this provision, the Association shall be entitled to reimbursement for all of its expenses, including, but not limited to, its reasonable attorney fees and court costs from the Member, and such amount may be levied as a Special Individual Assessment as provided herein.

The Association shall not be liable to any Member, or anyone residing in, occupying or visiting any Lot in the Association as the result of the Association’s failure or alleged failure, whether negligent, intentional or otherwise, to notify any Member, Lot owner, resident, occupant or visitor within Cinnamon Lake of the presence, residency, or occupancy of a Registrant in Cinnamon Lake, or to pursue the removal from Cinnamon Lake of any Registrant.

** The foregoing ARTICLE 11, has been amended by affirmative consent/vote of a majority of the voting Members of the Association, for which such votes were cast in person or by ballot in relation to the Annual Meeting of the Association held on June 7, 2020.

ARTICLE 12
General Provisions

Section 1. No Active Business to be Conducted for Profit.

Nothing contained in the Declaration and/or these Bylaws shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Members or any of them.

Section 2. Special Services.

The Board of Directors may arrange for the provision of any special services for the benefit of such Members and/or occupants as may desire to pay for the same, including, without limitation: cleaning, repair, and maintenance of Lots and/or exterior surfaces of Dwellings. Fees for such special services shall be determined by the Board of Directors and may be charged directly to participating Members, or paid from the Association Expenses and levied as an assessment due from the participating Members. In the event that any special services create a surplus, these funds shall be added to the maintenance or reserve funds as the Board of Directors so determines.

Section 3. Mortgagees.

Any Mortgagee may, from time to time, request in writing a written statement from the Board of Directors setting forth any and all unpaid Assessments due and owing from its mortgagor Member with respect to the Lot or Dwelling subject to the lien of its mortgage and such request shall be complied with within twenty (20) days from receipt of such request.

Section 4. Non-Waiver of Covenants.

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

Section 5. Agreements Binding.

All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Members, Associate Members and occupants, and their respective heirs, executors, administrators, successors and assigns.

Section 6. Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or affect the rest of these Bylaws.

Section 7. Construction.

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

Section 8. Definitions.

All capitalized words and terms used in these Bylaws shall have the same meaning as set forth in the Declaration or these Bylaws.

Section 9. Captions.

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

ARTICLE 13
Amendments

These Bylaws may be amended changed, enlarged and/or modified pursuant to the affirmative vote of more than fifty percent (50%) of those Members in Good Standing who cast a vote, whether present in person or by absentee ballot, at any Annual Meeting or Special Meeting called for such purpose, or by way of any special ballot mailed to all Members in Good Standing of the Association. Upon the adoption of any amendment, the Association shall assure that the same is filed with the Recorder of Ashland County to be recorded in the marginal index of the Association governing documentation, containing the amendment being made, the volume and pages of the original Bylaws being amended, and the manner of the adoption of the amendment.

ARTICLE 14
Mandatory Mediation

Section 1. Mandatory Mediation.

In the event a Member believes he/she has a claim against the Association, that Member must submit to the mediation process set forth below. Failure of the Member to mediate, shall be grounds for the Association to seek a “Stay of Litigation” filed against it by the Member. The Association shall be entitled to recover its reasonable attorneys’ fees in connection with the stay proceeding.

Section 2. Request and Selection of Mediator.

A Member must request mediation in writing with the nature of the dispute delivered to the business office of the Association. Within 14 days after receipt of the request, the parties shall meet and select a mutually acceptable mediator. If the parties are unable to agree on who will be the mediator, the two mediators selected shall select a third mediator. All three mediators shall preside over the mediation. None of these mediators may be Members unless both parties agree.

Section 3. Time and Place of Mediation.

The mediation will take place in Ashland County, Ohio, at a location and time as chosen by the mediator, after consultation with the parties and within 30 days after selection of the mediator or as soon as practicable, thereafter. At the mediation, either party may be represented by counsel if the party so desires. No formal rules of evidence will apply in the mediation. Either party may videotape, record or otherwise transcribe the mediation.

Section 4. Decision and Costs.

The mediator will make a written decision to the parties within 14 days after the mediation proceeding, or as soon as practicable thereafter. A decision rendered by two of the three mediators, if there is more than one, will be deemed a recommendation of the mediation panel. Any expense of the mediator(s) shall be apportioned and paid by and between the parties in the amount and manner as decided by the mediator(s).

Section 5. Approval and Breach.

The parties to the mediation will have the option of approving the decision of the mediator(s). If the parties approve the mediator’s decision and then if there is a breach of the mediator’s decision by one of the parties, the other party may seek enforcement of the mediation decision in the Court of Common Pleas of Ashland County, Ohio, and shall be entitled to such equitable relief or other relief as the court may determine.

The foregoing Amended and Restated Bylaws of the Cinnamon Lakes Association, Inc. were approved by a majority of the Members of the Association in Good Standing, who voted to approve by way of absentee ballot, and were further adopted adopted by the Board of Directors on the date set forth in the Declaration to which these Amended and Restated Bylaws are attached.

4846-4475-9233.1:

EXHIBIT B

CERTIFICATE OF AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF CINNAMON LAKE ASSOCIATION, INC.

_____, President, and _____, Secretary, of Cinnamon Lake Association, Inc., an Ohio non-profit corporation (the "Corporation"), do hereby certify that on _____, 2018, in a writing approved and signed by a majority of the members of the Corporation, in accordance with Section 1702.38 of the Ohio Revised Code, a majority of the members of the Corporation adopted the Amended and Restated Articles of Incorporation pursuant to the following resolution:

RESOLVED, that the members hereby approve and adopt the Amended and Restated Articles of Incorporation of the Company attached hereto as Exhibit A; and authorize the appropriate officers of the Company to file with the Secretary of State of Ohio such Articles and any other documents, including a Certificate of Amendment, required by Ohio law.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in _____, Ohio, this ____ day of _____, 2018.

_____, President

_____, Secretary

EXHIBIT C

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF

CINNAMON LAKE ASSOCIATION, INC.

- FIRST: The name of the corporation shall be Cinnamon Lake Association, Inc. (the “Corporation”);
- SECOND: The place in the State of Ohio where the principal office of the Corporation is located is Ashland County.
- THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which nonprofit corporations may be formed under any provision of Chapter 1702 of the Ohio Revised Code, as otherwise limited by those provisions of Chapter 5312 of the Ohio Revised Code.

These Amended and Restated Articles of Incorporation were adopted by the Members of the Corporation and supersede the existing articles and all amendments, thereto.

4846-4475-9233.1: #11832.2