

AMENDED AND RESTATED BY-LAWS OF TIMBER RIDGE OF CLERMONT COUNTY HOMEOWNERS ASSOCIATION

ARTICLE I GENERAL

SECTION 1. Name and Nature of the Association. The name of the Association is Timber Ridge of Clermont County Homeowners Association, an Ohio not-for-profit corporation.

SECTION 2. Membership. Each Lot Owner, upon acquisition of title to a Lot, shall automatically become a Member of the Association. Such membership shall terminate upon the sale or other disposition by such Member of their Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

SECTION 3. Definitions. The terms used in these By-Laws shall have the same meanings as set forth in the Declaration, unless the context shall prohibit. If a term is not defined in the Declaration, then it has the same meaning as such term is defined in the Ohio Planned Community Act, R.C. 5312.

ARTICLE II MEETINGS OF MEMBERS

SECTION 1. Annual Meeting. The annual meeting of the Lot Owners of this Association, for the election of Members of the Board of Directors, the consideration of reports to be laid before such meeting, and for the transaction of such other business as may properly come before such meeting, shall be held in the fourth calendar quarter of each year on a date and at an hour and place established by the Board of Directors with proper notice, as required herein, to all Lot Owners.

SECTION 2. Special Meetings. Special meetings of the Lot Owners shall be held whenever called by the President, by a majority of the Board of Directors, or at the request of those Lot Owners entitled to exercise not less than 25% of the voting power of all Lot Owners. Upon delivery of a request in writing to the President or Secretary by persons entitled to call a meeting of the Lot Owners, it shall be the duty of the President or Secretary to give proper notice to the Lot Owners in accordance with these By-Laws, but if such proper request is refused, then the person(s) making such request may call a meeting by giving such proper notice to all Lot Owners as required herein. The notice of special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except for that which is stated in the notice.

SECTION 3. Place and Method of Meetings. All meetings of Lot Owners shall be held in Clermont County, Ohio at such places as may be specified by the Board of Directors or the person(s) calling the meeting. Notwithstanding the foregoing, meetings may also be held solely via “authorized communication equipment” as that term is described in Ohio Revised Code 1702.01(Q). That method includes, without limitation, presence by telephone, internet-based conference technology, or any other electronic means that allows all persons participating in the meeting to contemporaneously communicate with each other.

SECTION 4. Notice of Meeting. Unless such notice is waived by the Lot Owners, a written notice of every meeting of Lot Owners, whether annual or special, shall state the time, place, and the purpose or purposes for which the meeting is called, and shall be given by the President or Secretary to each Owner by: personal delivery; first class U.S. mail, postage prepaid; by email; or otherwise duly served, delivered, or post marked not less than 7 nor more than 20 days prior to said meeting unless an emergency situation exists, in which case such notice shall be given to Lot Owners as soon as possible. If mailed or emailed, such notice shall be addressed to the Lot Owners at their respective physical or email addresses appearing upon the records of the Association. The Lot Owners shall meet for such purpose at the time and place specified.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at any meeting without protest, prior to or at the commencement of the meeting, of the lack of proper notice shall be deemed to be a waiver by them of the notice of the meeting.

SECTION 6. Quorum. At any meeting of Lot Owners, those Members present in person or by proxy shall constitute a quorum for such meeting. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Members, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

SECTION 7. Voting Power. Each Lot is entitled to one vote. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 8. Proxies. A vote allocated to a Lot may be cast pursuant to a written proxy duly executed by an Owner, designating only another Owner as the proxy-holder, and filed with the Secretary prior to or at the meeting. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall

terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

SECTION 9. Conduct of Meeting. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring at the meeting. The order of business of any meeting of Lot Owners shall be determined by the presiding officer unless otherwise determined by a vote of those Lot Owners entitled to exercise not less than a majority of the voting power of the Lot Owners present in person or represented by proxy at the meeting.

SECTION 10. Action Without a Meeting. Any action which may be authorized or taken at a meeting of Lot Owners may be authorized or taken without a meeting in a writing or writings signed by a majority of the Lot Owners, which writings or writing shall be filed with or entered upon the records of the Association by the Secretary of the Association.

SECTION 11. Majority. The act of a majority of the Members present in person or by proxy at any meeting at which there is a quorum present shall be an act of the Board except as otherwise provided by law, the Declaration, or these By-Laws. As used in these By-Laws, the term "majority" shall mean those votes totaling more than 50% of the total number.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles, the Declaration, or these By-Laws, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors.

SECTION 2. Number and Qualification of Directors. The Board of Directors of the Association shall consist of no less than three (3) and no more than five (5) persons. All Directors must be Owners of Lots. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. No person and their spouse may serve on the Board at the same time. If an Owner is not an individual, any principal, member of a limited liability company, partner, director, officer, director or employee of the Owner may be elected to the Board. The Board shall manage and conduct the business and affairs of the Association and exercise the powers and duties set forth in the Articles of Incorporation and these By-Laws, until their successors are elected and qualified.

SECTION 3. Election of Directors. Directors shall be elected by the Lot Owners in person or by proxy at each annual meeting or at a special meeting called for the purpose of electing them. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors, and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections; however, such nomination rules procedures cannot be unreasonable or unduly burdensome so as to prevent any qualified person from candidacy to the Board. Election to the Board shall be by secret written vote. The Board may choose to employ an electronic method of voting, in which case a vote cast via electronic methods shall be considered a vote in writing, provided that the electronic vote is cast from a source that is identifiably tied to the person casting such vote (i.e., Association-provided electronic login with password, email, real-time electronic presence at a meeting coupled with a chat feature to send text directly from the Owner). At such election, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under these By-Laws.

SECTION 4. Term of Office; Resignations. Each Director shall hold office for a term of two years. Directors shall serve until their successor is elected, or until their earlier resignation, removal from office, or death. It is intended by these By-Laws that the terms of the Directors shall be staggered so as to prevent a complete turnover of the Board at one election. The terms of the Directors elected at the annual meeting at which the Board is reduced or expanded in size shall be adjusted to carry out this intent, with the understanding that newly-elected Directors may serve a one-year term to ensure the existence of staggered terms.

Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association, and such resignation will take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, their successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor. If the remaining Directors cannot agree upon a person to fill such vacancy within 30 days after such vacancy is created, such remaining members shall call a special meeting of Lot Owners to fill such vacancy, and such meeting must be held within 60 days after such vacancy is created.

SECTION 5. Compensation. Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of 75% of the Owners, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least 10 days' notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has 3 unexcused absences from Board meetings; who has repeated violations of the Declaration, By-Laws, or Rules of the Association; or who is delinquent in the payment of an Assessment for more than 20 days may be removed by a majority vote of the Directors at a meeting, a quorum being present.

SECTION 7. Organizational Meetings. The first meeting of the Directors following each annual meeting of the Members shall be held within 20 days after the annual meeting at such time and place as shall be fixed by the Board.

SECTION 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least 4 such meetings shall be held during each fiscal year with at least 1 meeting held per quarter.

SECTION 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any three (3) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 10. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director by one of the following methods: (a) personal delivery of notice; (b) written notice by first class mail, postage prepaid; (c) telephone communication, including text message via cell phone, either directly to the Director or to a person at the Director's home or place of business who would reasonably be expected to communicate such notice promptly to the Director; or (d) electronic mail. All such notices shall be given or sent to the Director's home or email address or telephone number as shown on the records of the Association. Notice sent by first class mail shall be deposited into a United States mailbox at least 4 days before the time set for the meeting. Notices given by personal delivery, telephone, or email shall be given at least 72 hours before the time set for the meeting. However, in the event of an emergency or urgent matter such that these required notice periods cannot be met, the Board is permitted to meet without meeting such notice periods.

Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Director at any meeting without protest, prior to or at the commencement of the meeting, of the lack of proper notice shall be deemed to be a waiver by them of notice of the meeting.

SECTION 11. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

SECTION 12. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring at the meeting.

SECTION 13. Method of Meeting. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear or read in real time and participate and respond to every other member of the Board.

SECTION 14. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 15. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval and in writing or writings signed by all the Directors. Any such writing shall be entered into the minute book of the Association. For purposes of this Section, an electronic mail received from a Board Member shall constitute a “writing”.

SECTION 16. Managing Agent. The Board of Directors, acting upon a majority vote of the Board, may employ or engage the services of a manager or a managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it and may pay to such manager, managing agent, persons, firms, or corporations such compensation as it shall determine. The Board may delegate to any such manager, managing agent, persons, firms, or corporations such administrative or ministerial duties as it deems appropriate.

SECTION 17. Majority; Deadlocks. The act of a majority of the Directors present at any meeting at which there is a quorum present shall be an act of the Board except as otherwise provided by law, the Declaration, or these By-Laws. In the event of a deadlock due to a Board comprised of an even number of Directors, the President shall have two votes to break the tie.

SECTION 18. Owners’ Participation in Meetings. Owners may attend Board meetings only if expressly permitted to do so by the Board for that specific meeting. At such Board Meeting, Owners may not participate in any discussion or deliberation of the Board of Directors unless the Board expressly authorizes that Owner to attend or participate. Owners do not have the right to attend any executive session of the Board of Directors.

SECTION 19. Duties.

A. The Association, through its Board of Directors, shall do both of the following:

1. Annually adopt and amend an estimated budget for revenues and expenditures. Any budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement annually.
2. Collect Assessments for Common Expenses from Owners in accordance with the Declaration and as further provided below in these By-Laws.

B. The Association, through its Board of Directors, may do any of the following:

1. Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board determines are necessary or desirable in the management of the Property and the Association;
2. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the Property, or that involves two or more Owners and relates to matters affecting the Property;
3. Enter into contracts and incur liabilities relating to the operation of the Property;
4. Enforce all provisions of the Declaration, By-Laws, covenants, conditions, restrictions, and Articles governing the Lots and Common Elements;
5. Adopt and enforce Rules that regulate the maintenance, repair, replacement, modification, and appearance of Common Elements, and any other rules as the Declaration provides;
6. Acquire, encumber, and convey or otherwise transfer real and personal property, subject to Section 5312.10 of the Ohio Revised Code;
7. Hold in the name of the Association the real property and personal property;
8. Grant easements, leases, licenses, and concessions through or over the Common Elements;
9. Levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners;
10. Levy the following charges and assessments:
 - a. Interest and charges for the late payment of Assessments;

- b.** Returned check charges;
 - c.** Enforcement Assessments for violations of the Declaration, the By-Laws, and the Rules of the Association;
 - d.** Charges for damage to the Common Elements or other Property.
- 11.** Adopt and amend Rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;
- 12.** Impose reasonable charges for preparing, recording, or copying the Declaration, By-Laws, amendments to the Declaration and By-Laws, resale certificates, or statements of unpaid Assessments;
- 13.** Authorize entry to any portion of the Property, except for the residence located on a Lot, by designated individuals when conditions exist that involve an imminent risk of damage or harm to Common Elements, another residence, or to the health or safety of the occupants of the Lot or another Lot;
- 14.** Borrow money and assign the right to Assessments or other future income to a lender as security for a loan to the Association;
- 15.** Suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of Assessments for more than thirty days;
- 16.** Purchase insurance and fidelity bonds the Directors consider appropriate and necessary;
- 17.** Invest excess funds in investments that meet standards for fiduciary investments under the laws of Ohio;
- 18.** Exercise powers that are any of the following:
 - a.** Conferred by the Declaration or By-Laws;
 - b.** Permitted to be exercised in Ohio by a nonprofit corporation;
 - c.** Necessary and proper for the government and operation of the Association.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of this Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, a Treasurer, and any such other officers as the Board of Directors may elect. Officers must be Lot Owners. Officers shall hold office at the pleasure of the Board of Directors. In the event the Board consists of only 3 Directors, any two Officer positions may be held by a Director, except the President cannot serve simultaneously as the Vice President, and the Secretary and Treasurer positions must be held by different Directors.

SECTION 2. Duties.

- A. President. It shall be the duty of the President to preside at all meetings of Lot Owners and the Board of Directors, to exercise general supervision over the affairs of the Association, and in general to perform all the duties usually incident to such office or which may be required by the Lot Owners or Board of Directors. The President shall also be the Director who signs contracts on behalf of the Association, unless that duty is delegated by the President to another Officer or unless the President is unavailable, in which case the Vice President shall sign such contracts.
- B. Vice President. It shall be the duty of the Vice President to perform all the duties of the President in the event of their absence or disability and such other duties as may be assigned to them by the Board of Directors.
- C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board. On the expiration of their term of office, the Secretary shall deliver all books, papers, and property of the Association in their hands to their successor or to the President within 14 days of such expiration. Minutes of all meetings are to be completed within 7 days of each meeting. The Secretary shall also provide, as requested, a copy of the Declaration and its Exhibits and the Rules to each Owner, which shall occur upon a transfer of ownership or any modification of said documents.
- D. Treasurer. The Treasurer shall receive and deposit in appropriate bank or savings and loan accounts all monies, securities, and intangible property of the Association, or evidence thereof, and shall disburse such funds as directed by resolution of the Board of Trustees; keep complete and proper books and records of accounts specifying the receipts and expenditures relating to the Common Property and other common receipts and expenses, together with records showing the allocation,

distribution and collection of the common profits, losses and expenses among and from the Members; shall hold the same open for inspection and examination by the Board of Directors and Lot Owners, and present abstracts of the same at quarterly and at annual meetings of Lot Owners or at any other meeting, or agreed upon time, when no less than 3 days' notice is given; may, at the discretion of the Board, cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and shall give bond in such sum with such surety or sureties as the Board of Directors may require for the faithful performance of their duties. On the expiration of their term of office, the Treasurer shall deliver, within 14 days of such expiration, all monies and other property of the Association in their hands to their successor or to the President; and shall perform any other duties which may be required of them by the Lot Owners or Board of Directors, including but not limited to filing all necessary tax documents and returns with proper agencies or bodies.

ARTICLE V COMMITTEES

SECTION 1. General. The Board of Directors is authorized to create committees to perform such tasks and to serve for such periods as it may designate via resolution. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt an operating budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments. After adoption of the operating budget, the Board shall cause the summary of the operating budget, the reserve budget, and the Assessments to be levied against each Lot for the following year to be delivered to each Owner at least 7 days prior to the annual meeting. Along with the reserve budget, the Board may give the Owners the right to waive the reserve funding requirement under R.C. 5312.06(A)(1) by providing a waiver to the Owners for their consideration. If a majority of the Owners return such waiver to the Board and elect to waive the reserve requirement, the Board shall amend the reserve budget to a lesser amount which may not be sufficient to repair and replace major capital

items in the normal course of operations without the necessity of special assessments. The final budget, whether if amended or not, shall be delivered at least 30 days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall consider the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by Annual Assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and Assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

SECTION 3. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

SECTION 4. Computation of Assessments. The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the reserve budget divided equally by the total number of Lots.

A. Annual Assessments. Annual Assessments are levied for the operation of the Association, the maintenance and repair of the Common Elements, and for the insurance, real estate taxes, and assessment of the Common Elements, together with the payment of the Common Expenses. The amount of the Annual Assessment shall be set by the Board of Directors in an amount to accommodate the common expenses as well as a reserve fund adequate to meet future anticipated expenses. The Annual Assessments may be payable on an annual, semi-annual, quarterly, or monthly basis as reasonably determined by the Board.

B. Special Assessments. In addition to levying Annual Assessments, the Association may levy upon all Owners in any assessment year Special Assessments for the purpose of defraying, in whole or in part, any unexpected cost or expense which has not otherwise been provided for in full as part of the Annual Assessment, including funds necessary to repair or replace an existing capital item. However, if such Special Assessment is for the purpose of constructing a new capital item, the Special Assessment may only be levied after a majority of the Owners have voted in favor of the Special Assessment at a special meeting duly called for that purpose.

SECTION 5. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Annual Assessments shall be payable annually. Any installment of any type of Assessment shall become delinquent if not paid on the due date as established by the Board. With

respect to each installment of any type of Assessment not paid within 10 days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest. If any installment of an Annual Assessment is not paid within 30 days after its due date, the Board may, at its election, declare all of the unpaid balance of the Annual Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Annual Assessment and all charges thereon in any manner authorized by law, the Declaration, and these By-Laws.

SECTION 6. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, and reasonable attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage, and convey any Lot.

ARTICLE VII MISCELLANEOUS

SECTION 1. Fiscal Year. The Association may adopt any fiscal year as determined by the Board.

SECTION 2. Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles, the Declaration, and these By-Laws, the provisions of Ohio law, the Declaration, the Articles and these By-Laws (in that order) shall prevail.

SECTION 3. Books and Records.

A. The Association shall keep all of the following in the home of the Secretary and/or Treasurer, as appropriate:

1. 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;
2. Records showing the collection of the Common Expenses from the Owners;
3. Minutes of the meetings of the Association and the Board of Directors;
4. Records of the names and addresses of the Owners.

B. Unless otherwise prohibited by this Section, any Owner may examine and copy the books, records, and minutes of the Association described in Section (A), pursuant to

reasonable standards set forth in the Declaration, By-Laws, or Rules the Board promulgates. The standards may include, but are not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents.

C. Unless approved by the Board of Directors, an Owner may not examine or copy any of the following from books, records, and minutes:

1. Information that pertains to Property-related personnel matters;
2. Communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other Property-related matters;
3. Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
4. Information that relates to the enforcement of the Declaration, By-Laws, or Rules of the Association against other Owners;
5. Information, the disclosure of which is prohibited by state or federal law.

D. Rules for Inspection.

1. The Board shall establish reasonable rules with respect to:
 - a. notice to be given to the custodian of the records by the Members desiring to make the inspection;
 - b. hours and days of the week when such inspection may be made; and
 - c. payment of the cost of reproducing copies requested by a Member.

E. Inspection by Directors.

1. Every Director shall have the right at any reasonable time to inspect all books, records, and documents of the Association and the Common Elements owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association, but such rights must be exercised reasonably. The decision as to reasonability rests with the discretion of the Board of Directors.

SECTION 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally, sent by first class mail, postage prepaid, or emailed:

- A.** If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the residence of such Owner; or
- B.** If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

SECTION 6. Amendment. Except as otherwise provided by law or the Declaration, these By-Laws may be amended by a majority of the Owners.

SECTION 7. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by a vote of 75%, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

WHEREFORE, these Amended and Restated By-Laws have been duly adopted by the Members of the Association as provided by the Code of Regulations.

Effective this _____ day of _____, 2025.

**TIMBER RIDGE OF CLERMONT COUNTY
HOMEOWNERS ASSOCIATION
An Ohio not-for-profit corporation**

By:
President

STATE OF OHIO)
)
COUNTY OF _____) : ss

IN WITNESS WHEREOF, _____, the President of Timber Ridge of
Clermont County Homeowners Association, an Ohio not for profit corporation, certifies that these
Amended and Restated By-Laws were approved by the Members in accordance with the Code of
Regulations.

Notary Public
My commission expires: