

FIRST AMENDED BY-LAWS OF THE CRIMSON HOLLOW HOMEOWNERS' ASSOCIATION, INC.

These First Amended By-Laws of The Crimson Hollow Homeowners' Association, Inc. (the "Association") are hereby adopted by the Members (as defined herein) as of the Effective Date (as defined herein).

ARTICLE I PURPOSE & ADOPTION OF BY-LAWS

Section 1.1 Purpose. The purpose of the Association is to engage in any lawful act or activity for which non-profit corporations may be formed under Ohio law and to engage in any and all activities necessary and incidental thereto. Such activities shall include, but not be limited to, exercising the powers necessary to enforce the provisions of the Declarations of Restrictions for Crimson Hollow listed on Exhibit A hereto (collectively, the "Deed Restrictions").

Section 1.2 Effective Date. These First Amended By-Laws shall be effective upon approval of a majority of the Members in attendance at a Special Meeting called for the purpose of amending the prior By-Laws, the record of which shall be kept by the Secretary of the Association.

Section 1.3 Ratification of Prior Actions. By adopting these By-Laws, the Members adopt and ratify all actions of the officers of the Association and their predecessors and adopt and ratify all actions taken at any meeting of the Members occurring prior to the Effective Date hereof.

ARTICLE II OFFICES

Section 2.1 Principal Office. The principal office of the Association shall be located in the Township of Monclova, Lucas County, Ohio.

Section 2.2 Other Offices. The Association may have such other offices, within the County of Lucas, as the Board may determine, or as the affairs of the Association may require from time to time.

ARTICLE III MEMBERS

Section 3.1 Classes of Members. The Association shall have one (1) class of members. The qualifications and rights of the members of such class shall be as follows: upon acquisition of title to a lot in any of the plats in Crimson Hollow, a Subdivision in the Townships of Monclova and Waterville, Lucas County, Ohio (a "Lot"), the record owner or owners shall receive one share of the Association (a "Unit") and shall automatically become a Member ("Member").

Section 3.2 Voting Rights. The record owners of each Unit shall be entitled to one (1) vote on each matter submitted to a vote by the Members.

Section 3.3 Termination and Suspension of Membership.

(a) *Termination.* Membership in the Association shall automatically terminate upon either (i) the sale and record transfer of the Member's Lot or (ii) in the case of a Member in Default under Article VIII (a "Member in Default"), upon a vote of two-thirds (2/3) of the Board (a "Supermajority Board Vote") .

(b) *Suspension.* The Board, by a Supermajority Board Vote, may suspend all rights of a Member in Default provided under these By-Laws.

Section 3.4 Reinstatement. A Member in Default may request, in writing filed with the Secretary, reinstatement as a Member. Upon the Secretary's receipt of the written request, the Board, by a Supermajority Board Vote, may reinstate a Member in Default to Membership on such terms as the Board may deem appropriate.

Section 3.5 Membership and Units Non-Transferrable. *Membership in and Units of the Association may not be transferred* other than to a new record owner or owners of any Lot with notice to the Secretary. Any other transfer, no matter how attempted, will be considered void *ab initio*.

Section 3.6 Certificates for Units. No certificates representing the Units shall be issued by the Association. The unit transfer records of the Association, as kept by the Secretary, shall evidence ownership of Units and status as a Member.

**ARTICLE IV
MEETINGS OF THE MEMBERS**

Section 4.1 Annual Meeting. An annual meeting of the Members shall be held each year, between January 1 and March 31 for the purpose of electing Trustees and handling Association business (the "Annual Meeting"). If the Annual Meeting is not held or Trustees are not elected at the Annual Meeting, they may be elected at a Special Meeting called for that purpose.

Section 4.2 Special Meeting. Meetings other than the Annual Meeting ("Special Meetings") may be called by (a) the President; (b) in case of the President's absence, death, or disability, the Vice President; (c) a majority of the Trustees; or (d) a writing submitted to the Secretary signed by two-thirds of the Members.

Section 4.3 Place of Meeting.

(a) *Annual Meeting.* The Trustees shall designate a place within Lucas County, Ohio as the place of meeting for the Annual Meeting.

(b) *Special Meeting.* The individual Officer, Trustees, or Members who call a Special Meeting shall designate a place within Lucas County, Ohio as the place for the Special Meeting.

Section 4.4 Notice of Meetings. Not less than ten (10) days and no more than sixty (60) days before the date of the Annual Meeting or any Special Meeting, the Secretary shall provide written notice to all Members stating the (a) time; (b) place of the meeting; and (c) in case of a Special Meeting, the purpose or purposes for which the meeting is called.

Section 4.5 Action by Members Without Meeting. Any action that may be authorized or taken at a meeting of the Members may be taken without a meeting with the written approval of a majority of all of the Members who would be entitled to notice of a meeting for such purpose.

Section 4.6 Quorum. The Members present at any meeting shall constitute a quorum for such meeting so long as at least ten (10) Members are present, but no action required by law, the Articles or the By-Laws to be authorized or taken by a specified proportion or number of the Members may be authorized or taken by a lesser proportion or number.

Section 4.7 List of Members. The Secretary or an agent of the Association having charge of the Unit transfer records shall make and certify a complete list of the Members entitled to vote at the Annual Meeting or any Special Meeting or any adjournment of them. The list shall (a) be arranged alphabetically by the first record owner and shall include the address of each Member; (b) be produced at the time and place of any meeting; (c) be subject to inspection by any Member during the whole time of any meeting; and (d) be prima facie evidence of which Members are entitled to examine the list or vote at any meeting.

Section 4.8 Voting by E-mail, Mail, or Proxies. In addition to exercising their voting rights by personal attendance at an Annual Meeting or Special Meeting, a Member may also vote by:

(a) *Proxy.* A Member entitled to vote at an Annual Meeting or a Special Meeting may authorize other persons to act for him or her by proxy. A proxy must be signed and dated by the Member, if an individual owner of any Lot, or all record owners in the case of multiple owners of any Lot, and is only valid for 11 months from its date. A proxy is revocable at the pleasure of the Member or record owners executing it except as otherwise provided by the laws of the State of Ohio.

(b) *E-mail.* A Member entitled to vote at an Annual Meeting or a Special Meeting may vote by e-mail sent to the Secretary prior to the meeting. In the case of a lot with multiple record owners, the first such e-mail received by the

Secretary will be considered the sole, binding vote associated with the applicable Unit.

(c) *Other Writing.* A Member entitled to vote at an Annual Meeting or a Special Meeting may vote by ordinary U.S. mail or other writing received by the Secretary prior to the meeting. In the case of a lot with multiple record owners, the first such writing received by the Secretary will be considered the sole, binding vote associated with the applicable Unit.

ARTICLE V BOARD OF TRUSTEES

Section 5.1 General Powers. The affairs of the Association shall be managed by the Board of Trustees (the "Trustees" and the "Board"). All Trustees must be Members of the Association.

Section 5.2 Number, Tenure and Qualifications. The number of Trustees shall be five (5). Each Trustee shall hold office until the next Annual Meeting and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death.

Section 5.3 Regular Meetings. A regular annual meeting of the Trustees shall be held without notice other than this By-Law immediately after the Annual Meeting.

Section 5.4 Special Meetings. Special meetings of the Board may be called by the President, any Vice President, or any two Trustees. Meetings of the Trustees must be held in Lucas County, Ohio.

Section 5.5 Notice. Not less than five (5) days before the date of any meeting called under Section 5.4, the Secretary shall provide written notice to the Trustees stating the time and place of the meeting. Any Trustee may waive notice either before or after the holding of the meeting. The waiver shall be in writing and filed with or entered upon the records of the meeting.

Section 5.6 Quorum. A majority of the whole authorized number of Trustees is necessary to constitute a quorum, except that a majority of the Trustees in office constitutes a quorum for filling a vacancy in the Board.

Section 5.7 Manner of Acting. The act of a majority of the Trustees present at a meeting at which a quorum is present is the act of the Board, unless the act of a greater number is required by the Articles or the By-Laws.

Section 5.8 Action by Trustees Without Meeting. Any action that may be authorized or taken at a meeting of the Board may be taken without a meeting with the

affirmative vote or approval of and in a writing or writings signed by a majority of the Trustees.

Section 5.9 Vacancies. The remaining Trustees, though less than all of the whole authorized number of Trustees, may, by the vote of a majority of their number, fill a vacancy for the unexpired term.

Section 5.10 Compensation. Trustees shall not receive any salaries for their services.

Section 5.11 Removal of Trustees. Any Trustee may be removed from office by a vote of a majority of those Members entitled to vote.

ARTICLE VI OFFICERS

Section 6.1 Officers. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article VI. The Board may elect or appoint such other officers, including one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem desirable, with such officers to have the authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, and none of the officers need to be Trustees.

Section 6.2 Election and Term of Office. The officers of the Association shall be elected annually by the Board at its regular annual meeting. If the election of officers is not held at such meeting, the election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until such successor shall have been duly elected or until such officer is removed under Section 6.3 hereof.

Section 6.3 Removal. Any officer elected or appointed may be removed by the Board with or without cause whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 6.4 Vacancies. A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 6.5 President. The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of its business and affairs. He or she shall preside at all meetings of the Members and the Board. He or she may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments that the Board

has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, by these By-Laws, or by statute to some other officer or agent of the Association; and, in general, he or she shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time.

Section 6.6 Vice President. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President, or in the event there may be more than one Vice President, the Vice Presidents in the order of their election, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions of the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or the Board.

Section 6.7 Treasurer.

(a) *Duties.* The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever; and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board; and, in general, perform all duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board.

(b) *Bond.* If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine.

Section 6.8 Secretary. The Secretary shall keep the minutes of the meetings of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records; keep a register of the post office addresses and e-mails of each Member that shall be furnished to the Secretary by such Member; and, in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board.

Section 6.9 Assistant Treasurers and Secretaries.

(a) *Duties.* The Assistant Treasurers and Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary, or by the President or Board.

(b) *Bond.* If required by the Board, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine.

Section 6.10 Compensation. Officers shall not receive any salaries for their services, but by resolution of the Board, any officer may be relieved of having to pay Member Association dues.

ARTICLE VII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 7.1 Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 7.2 Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination of the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 7.3 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select, so long as the bank, trust company, or depository maintains a physical branch in Lucas County, Ohio.

Section 7.4 Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association. No Trustee, Officer, or member of the AR Review Committee may accept a contribution, gift, bequest, or devise from or on behalf of a Member in exchange for the exercising or withholding of such Trustee, Officer, or member of the AR Review Committee's duties or obligations under these By-Laws.

ARTICLE VIII DUES

Section 8.1 Annual Dues.

(a) *Deed Restrictions.* The Deed Restrictions for each Plat set forth the amount of the annual dues (the "Annual Dues") unless that amount is changed by the Board under Section 8.1(b).

(b) *Authority of the Board.* The Board may increase or decrease the amount of the Annual Dues. Any change in the Annual Dues must (i) be prospective; (ii) apply equally to all Members; and (iii) be adopted by a majority

vote of the Board. Further, the Board must direct the Secretary to provide notice to all Members that the Board intends to consider exercising its right under this Section.

Section 8.2 Payment of Dues. Members must pay their Annual Dues no later than January 31 of each year. The Annual Dues of a new Member shall be prorated from the first day of the month in which such new Member becomes a Member of the Association.

Section 8.3 Default and Termination of Membership. When any Member of any class shall be in default in the payment of Annual Dues for a period of thirty (30) days, his, her or their Membership may thereupon be terminated by the Board in the manner provided for in Article III of these By-Laws.

ARTICLE IX ARCHITECTURAL REVIEW COMMITTEE

Section 9.1 Purpose. The Developer (as defined by the Deed Restrictions) has assigned certain of his authority, as contemplated by Section 2.14, under the Deed Restrictions to the Association pursuant to the agreement attached hereto as Exhibit B. The Association's rights under the Deed Restrictions, including those delegated by the Developer as of the Effective Date or as may be delegated at any time after the Effective Date, are hereby delegated to the Architectural Review Committee (the "AR Committee").

Section 9.2 AR Committee.

(a) *Number.* The AR Committee shall consist of no fewer than five (5) Members.

(b) *Appointment.* The members of the AR Committee shall be elected annually by the Board at its regular annual meeting. If the election of members is not held at such meeting, the election shall be held as soon thereafter as convenient. Each member of the AR Committee shall serve until such successor shall have been duly elected or until such officer is removed under Section 9.2(c) hereof.

(c) *Removal.* Any member of the AR Committee may be removed by the Board with or without cause whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the member of the AR Committee so removed.

Section 9.3 Notice to Members. Following their election, the Secretary shall send a notice to all Members containing the names and contact information for all members of the AR Committee.

Section 9.4 Procedures. The AR Committee shall develop processes and procedures related to the duties delegated under these By-Laws, including but not limited to the place and time of the committee's meetings and methods by which Members may communicate with and make submissions to the Committee.

Section 9.5 Appeal. Any decision of the AR Committee may be appealed to the Board, in writing delivered to the Secretary, within fifteen (15) days after the decision is received by the Member (or other person requesting AR Committee review or approval). The Board shall consider the appeal and within thirty (30) days: (i) confirm or overrule the AR Committee's decision; or (ii) refer the appeal back to the AR Committee with further instructions, by a majority vote. Failure to appeal the decision of the AR Committee within the time set forth in this Section 9.5 will waive any further appeals.

ARTICLE X INDEMNIFICATION

Section 10.1 Exculpation of Covered Persons.

(a) *Covered Persons.* As used herein, the term "Covered Person" shall mean (i) each officer; (ii) each Trustee; (iii) each member of the AR Committee; and (iv) any other employee, representative, or agent of the Association.

(b) *Standard of Care.* No Covered Person shall be liable to the Association, its Members, or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good-faith reliance on the provisions of these By-Laws, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) *Good Faith Reliance.* A Covered Person shall be fully protected in relying in good faith upon the records of the Association and upon such information, opinions, reports or statements of the following persons or groups: (i) one or more officers or employees of the Association; (ii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Association; or (iii) any other person selected in good faith by or on behalf of the Association, in each case as to matters that such relying person reasonably believes to be within such other person's professional or expert competence.

Section 10.2 Liabilities and Duties of Covered Persons.

(a) *Limitation of Liability.* These By-Laws are not intended to and do not create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Association hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Ohio law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person

to each other and to the Association are only as expressly set forth in these By-Laws. The provisions of these By-Laws, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) *Duties.* Whenever under or pursuant to these By-Laws a Covered Person is permitted or required to make a decision, the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Association or any other Person.

Section 10.3 Indemnification.

(a) *Indemnification.* To the fullest extent permitted by Ohio law, as now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Association to provide broader indemnification rights than Ohio law permitted the Association to provide prior to such amendment, substitution or replacement), the Association shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) Any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Association or any Member in connection with the business of the Association; or

(ii) The fact that such Covered Person is or was acting in connection with the business of the Association or that such Covered Person is or was serving at the request of the Association as a manager, director, officer, employee or agent of any person or entity including the Association; provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or willful misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good

faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) *Reimbursement.* The Association shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 10.3; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 10.3, then such Covered Person shall promptly reimburse the Association for any reimbursed or advanced expenses.

(c) *Entitlement to Indemnity.* The indemnification provided by this Section 10.3 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 10.3 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 10.3 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

(d) *Insurance.* To the extent available on commercially reasonable terms, the Association may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Board may determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Association for any amounts previously paid to such Covered Person by the Association in respect of such Losses.

(e) *Funding of Indemnification Obligation.* Notwithstanding anything contained herein to the contrary, any indemnity by the Association relating to the matters covered in this Section 10.3 shall be provided out of and to the extent of Association assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof.

(f) *Savings Clause.* If this Section 10.3 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify and hold harmless each Covered

Person pursuant to this Section 10.3 to the fullest extent permitted by any applicable portion of this Section 10.3 that shall not have been invalidated and to the fullest extent permitted by Ohio law.

(g) *Amendment.* The provisions of this Section 10.3 shall be a contract between the Association, on the one hand, and each Covered Person who served in such capacity at any time while this Section 10.3 is in effect, on the other hand, pursuant to which the Association and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 10.3 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 10.4 Survival. The provisions of this Article X shall survive the dissolution, liquidation, winding up and termination of the Association.

ARTICLE XI MISCELLANEOUS

Section 11.1 Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board, and committees having any of the authority of the Board, and shall keep at the principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his or her agent or attorney for any proper purpose at any reasonable time.

Section 11.2 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December in each year.

Section 11.3 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Ohio Nonprofit Corporation Law or under the provisions of the Articles or By-Laws of the Association, a waiver thereof in writing signed at any time by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice. The waiver, or waivers, in writing, shall be filed with or entered upon the records of meetings.

Section 11.4 Power of Members to Amend By-Laws. The By-Laws of this Association may be amended, repealed, or added to, or new By-Laws may be adopted by a majority of the voting Members present if a quorum is present at a meeting duly called for the purpose according to the Articles or By-Laws.

Section 11.5 Notice. Any notice required under these By-Laws may be provided by any one of the following methods:

(a) By regular United States mail, postage prepaid, mailed to the address of the Member, Trustee, or officer shown on the books and records of the Association;

(b) By personal delivery; or

(c) With the consent of a Member, Trustee, or officer, by electronic mail to the e-mail address of the Member, Trustee, or officer shown on the books and records of the Association.

Notice provided under subsections (a) and (c) hereof shall be effective upon the date on which the notice is sent and under subsection (b) on the date on which the notice is delivered. Once a Member, Trustee, or officer grants consent to receive notice via electronic mail, the consent is deemed perpetual unless revoked in writing directed to the Secretary. Members, Trustees, and officers are solely responsible for notifying the Secretary of any change in their mail or electronic mail addresses and such changes are not effective until the Member, Trustee, or officer has received confirmation of the change from the Secretary. The Members, Trustees, and officers hereby agree that notice directed to the address or electronic address shown on the books and records of the association is deemed adequate for all purposes under these By-Laws.

Section 11.6 Enforceability. The provisions of these By-Laws shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of these By-Laws shall be adjudicated invalid, illegal, or unenforceable, such provision shall be amended to delete the portion thus adjudicated to be invalid, illegal, or unenforceable, such deletion to apply only with respect to the operation of such provision of these By-Laws in the particular jurisdiction in which such adjudication is made.

Section 11.7 Headings. The headings contained in these By-Laws are for convenience of reference and shall not affect the meaning or interpretation of these By-Laws.

Section 11.8 Binding Effect. These By-Laws shall be binding upon and inure to the benefits of the Members and, to the extent permitted, their respective heirs, executors, administrators, devisees, guardians, personal representatives, trustees, beneficiaries, successors, and assigns.

Section 11.9 Entire Agreement. These By-Laws embody the complete agreement and understanding among the Members and supersede and preempt any prior understanding, agreements, or representations by or among the Members, written or oral. These By-Laws may not be amended or modified except as permitted by these By-Laws or by a written instrument signed by all of the Members. Each Member hereby

acknowledges that they have not relied on any promise, representation, or warranty that is not set forth in these By-Laws.

Section 11.10 Waiver of Breach. No waiver of any of the provisions of these By-Laws shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No course of dealing will be deemed to amend, waive, or discharge any part of these By-Laws, or any of the rights or obligations of any person under these By-Laws.

Section 11.11 Time of the Essence. Time is of the essence in the performance of any duty, action, or obligation provided for in these By-Laws.

Section 11.12 Choice of Law and Forum Selection. These By-Laws are subject to and will be interpreted under the laws of the State of Ohio, without regard to the choice-of-law rules thereof. Any dispute arising out of these By-Laws, including but not limited to those respecting the interpretation or enforceability of this Agreement, will be resolved solely in the state courts of Lucas County, Ohio.

We hereby certify that these First Amended By-Laws have been approved by a majority of the Members present at a Special Meeting of the Association held on November 30, 2016, called for the purpose of amending the prior By-Laws.

Crimson Hollow Homeowners'
Association, Inc.

Crimson Hollow Homeowners'
Association, Inc.

By: _____
John Hoge, President

By: _____
Andrew Dean, Vice President

Date: _____

Date: _____

690477

EXHIBIT A
Schedule of Deed Restrictions

Deed Restriction	Effective Date	Lucas County Record
Declaration of Restrictions for Crimson Hollow Plat One, Subdivision in the Township of Monclova, Lucas County, Ohio	08/31/01	015070D07 – 012070E04
Declaration of Restrictions for Crimson Hollow Plat Two, Subdivision in the Township of Monclova, Lucas County, Ohio	08/01/03	20030818-0055180
Declaration of Restrictions for Crimson Hollow Plat Three, Subdivision in the Township of Monclova, Lucas County, Ohio	01/04/05	20050105-0000910
Declaration of Restrictions for Crimson Hollow Plat Four, Subdivision in the Township of Monclova, Lucas County, Ohio	06/12/06	20060621-0040703
Declaration of Restrictions for Crimson Hollow Plat Five, Subdivision in the Township of Monclova, Lucas County, Ohio	05/15/12	20120529-0024833
Declaration of Restrictions for Crimson Hollow Plat Six, Subdivision in the Township of Monclova, Lucas County, Ohio	12/16/12	20121212-0060322
Declaration of Restrictions for Crimson Hollow Plat Seven, Subdivision in the Township of Monclova, Lucas County, Ohio	01/23/14	20140123-0002310

EXHIBIT B
Assignment from Developer