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AMENDED AND RESTATED BYLAWS CODE OF REGULATIONS

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OF

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Longbrooke Homeowners' Association

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(an Ohio non-profit Corporation fka Code of Regulations)

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ARTICLE I

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PURPOSES AND DEFINITIONS

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1.1 Purpose. The purpose of these Bylaws shall be to provide for the administration, government and operation of Longbrooke Homeowners' Association (hereinafter "Association"), the planned unit development established by the Declarant for the government of the Association pursuant to the Declaration of Restrictions ("Declaration"), and as may be amended from time to time.

Definitions. All of the words and terms used in these Bylaws containing initial capital letters shall have the same definition and meaning as set forth in the Declaration.

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ARTICLE II

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ASSOCIATION

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2.1 Name and Nature of Association. The Association is an Ohio corporation, not for profit, and is named Longbrooke Homeowners' Association.

2.2 Admission to Membership. Each Owner of a Lot in the Association shall, by virtue of such ownership, become and be a Member of the Association, and such person shall continue to be a Member of the Association so long as such person retains such person's ownership of a Lot in the Association.

2.3 Membership. The Membership of the Association shall consist of all the Owners within the Longbrooke Planned Unit Development.

2.4 Proxies. Members may vote or act in person, electronically, or by proxy. A person appointed as a proxy must be a Member of the Association in good standing or the spouse of a Member in good standing. Good standing is defined as being not more than thirty (30) days delinquent in the payment of any assessment and having no pending enforcement violations. Designation by a Member or Members of a proxy to vote or act on the designating Member's behalf shall be delivered in writing to the Board of Directors of the Association and shall be revocable at any time by actual notice to the Board of Directors by the Member or Members making such designation. Each proxy must be filed with the Secretary prior to the commencement of a meeting, or at the time the proxies are called for. Members may vote by electronic ballot, as determined by the Board. Members may also attend a meeting of the membership electronically. If a Member chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under these By-Laws. For the purposes of electronic voting, the identity of the Member must be authenticated before a vote is accepted by the Association, and the Member must receive an electronic receipt for the vote which includes the date/time of the vote. For elections, electronic votes must be received before the commencement of the annual or special meeting in order to be counted.

2.5 Effect of Revocation. Notice to the Board of Directors or Secretary in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

ARTICLE III

MEETINGS OF MEMBERS

3.1 Annual - SECTION 1. Initial Meetings and Regular Meetings. Each annual meeting of the Members of the Association for the election of members of the Board of Directors, the consideration of reports, and the transaction of such other business as may be properly brought before the meeting, shall be held in Cuyahoga County, Ohio as designated by the Board of Directors and specified in the notice of such meeting, at such time as may be designated by the Board of Directors and specified in the notice of meeting. All such annual meetings shall be held The first meeting of Regular Members (hereinafter called "Members") shall be held within two (2) months after the date of filing of the Articles of Incorporation of Longbrooke Homeowners' Association (hereinafter referred to as "Association") in the office of the Secretary of the State of Ohio, on such date and at time and place as the Initial Trustees named in the Articles of Incorporation shall determine, in order to elect Trustees. An

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~~Initial Trustee may be elected a Trustee at such first meeting of Members. In subsequent years at annual meeting of Members shall be held in~~ each year on such date and at such time as the ~~Trustees~~ Directors shall determine, not later than the end of the third month following the close of each fiscal year of the Association, ~~at such place as shall be designated in the notice thereof,~~ for the consideration of reports to be laid before such meeting and the transaction of such other business as may be specified in the notice of meeting.

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~~3.2 Special Meetings. — SECTION 2. Special Meetings. Special meetings of the Members of the Association may be on any day when called by the President or by the Board of Directors, or by Members entitled to cast at least twenty-five percent (25%) of the votes of the Association. Upon request in writing delivered either in person or by certified mail or registered mail to the President or the Secretary of the Association by any person or persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the Members entitled thereto written notice by personal delivery, mail, or electronic mail, of a meeting to be held on a date not less than seven (7) nor more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the Members calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 6:00 PM. and shall be held as shall be specified in the notice of such meeting within Cuyahoga County, Ohio, or electronically, as determined by the Board or the Members requesting such Special Meeting, as the case may be.~~

~~3.3 Special meetings of Members may be held, to be called by the President, or by a Vice-President, or by a majority of the Trustees by action with or without a meeting, or by Members of the Association entitled to vote not less than one-quarter (1/4) of the total voting power thereof in a writing requesting the President or a Vice-President to call such a special meeting.~~

~~— SECTION 3. Notice of Meeting. Not less than seven (7) nor more than sixty (60) days before the date fixed for any meeting of the Members of the Association, written notice stating the date, time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is an Owner of record of a Residence as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the respective Members at their respective addresses as the same appear on the records of the Association. Notice of Meetings may also be sent to each Owner via electronic mail if the Association has an email address of record for that Owner and such owner has consented to electronic notices. If a Member chooses to opt out of electronic notices, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic notices. — Written notice of all meetings of Members shall, unless waived, be given at least fifteen (15) and less than thirty (30) days before the date determined for such meeting to each Member at his address as it appears on the records of the Association.~~

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3.4 3.4 Quorum. — SECTION 4. Quorum. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Association, the Members entitled to exercise any of the voting power of the Association present in person, electronically, or by proxy shall constitute a quorum for such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these Bylaws.

3.5 Adjournment. The Members entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

3.6 Conduct of Meetings. The President, property manager, or the Association's legal representative 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 such meeting.

3.7 Waiver. Notice of the time, place, and purposes of any meeting of Members may be waived in writing, either before or after the holding of such meeting, by any Member, 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 such Member of notice of such meeting and/or any defect in such notice.

Order of Business. The order of business in all meetings of Members shall be as follows:

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- (a) Calling of meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting or waiver of reading;
- (d) Reports of Officers;
- (e) Reports of Committees;
- (f) Appointment of Inspectors of Election;
- (g) Election of Directors;
- (h) Unfinished and/or old business;
- (i) New Business;
- (j) Adjournment.

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The order of business of meetings of members of the Association may be changed by the exercise of a majority of the voting power present at that meeting whether or not such majority of the voting power present at that meeting constitutes a quorum.

3.9 Actions Without a Meeting. All actions by Members, except removal of a member of the Board of Directors, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing or writings signed by, Members who have the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

~~3.1~~ 3.10 To constitute a quorum at any meetings of Members, there shall be present in person or by proxy persons entitled to vote not less than one third (1/3) of aggregate voting power of the Members. If there shall be no quorum at the time for which any meeting shall have been called, the meeting may be adjourned from time to time by a majority of Members present or represented by proxy, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting, any business may be transacted which might have been transacted if the meeting had been held as originally called.

~~SECTION 5.~~ **Vote of Members; Fractional Voting.** -The aggregate number of votes for all Owners equal the number of Lots in the Association. If any Living Unit is owned by more than one (1) Person, firm, or entity, the voting rights for such Residence shall not be divided but shall be exercised only as a whole, and such voting power may not be divided or fractionalized for voting purposes, but shall be cast only as a whole. Members may vote by written ballot or by electronic ballot, either at the meeting or in advance of the meeting by a date specified in the meeting notice, as determined by the Board. If a Member chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under the Declaration and Bylaws. For the purposes of electronic voting, the identity of the Member must be authenticated before a vote is accepted by the Association, and the Member must receive an electronic receipt for the vote which includes the date/time of the vote and the specific vote cast.

3.11 Required Percentage. Unless by express statutory provision of the Statutes of the State of Ohio or of the Bylaws or the Declaration, a different vote is required, each question presented at a meeting of Members shall be determined by a majority vote of those present in person, by proxy, and/or electronically.

3.12 Cumulative Voting. With respect to all elections of the Board of Directors, cumulative voting is not permitted.

3.13 Business Entity Vote. The vote of any corporation, partnership, trust, or any other such entity may be cast on its behalf by any fully authorized officer, partner, member or beneficiary of such member, provided that a Certificate of Designated Representative is filed with the Secretary of the Association in advance of any annual meeting or special meeting. Such designation shall remain

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in full force and effect until the earlier of 1) a filing of a new Designated Representative, or 2) transfer of ownership of the Lot. If such Certificate is not on file, the vote of said corporation, partnership, trust, or any other such entity shall not be considered nor shall the presence of such Member be considered in determining whether a quorum has been met. Fiduciaries and minors who are owners of record may vote their respective interests as a Member. When any fiduciary or other legal representative of a member has furnished to the Association proof, satisfactory to the Board, of his/her authority, he/she may vote as if he/she was the member. Members are entitled to cast votes in accordance with ARTICLE FIFTH, section (a) of the Articles of Incorporation. The affirmative vote in person or by proxy of those persons entitled to cast a majority of the votes at any meeting at which quorum is present shall be necessary for the authorization or taking of any action voted upon by the Members, except as otherwise provided by law, the Articles, or these Regulations.

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~~SECTION 6. Proxies. Any Member may authorize another Member by written proxy to vote for him on one or more questions at a meeting of Members. All proxies shall be filed with the Secretary prior to or at the time of the meeting for which given. No proxy shall extend beyond the adjournment of the meeting for which given, at which a quorum was present, and a proxy shall automatically cease upon termination of the Member's interest as owner of any lot or subplot in Longbrooke Subdivision (which term, as used in the Regulations, shall have the meaning set forth in the Articles of Incorporation of the Association).~~

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ARTICLE IVH,

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TRUSTEES- BOARD OF DIRECTORS

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~~SECTION 14.1. Number. The number of Trustees-Directors of this Association shall be five (5) or seven (7) Directors. In order to increase or decrease the number of Directors, a motion shall be made prior to the nominations for elections and approved by those Members present at the meeting.~~

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~~SECTION 24.2. Qualification. The Board of Directors shall consist of resident Owners in good standing or spouses of resident Owners in good standing, or in the event a business entity is an Owner, then any principal, officer, partner, director, member, trustee, or employee thereof, as the case may be, may be a Director if they are a resident Owner. Good standing is defined as being not more than thirty (30) days delinquent in the payment of any assessment and having no pending enforcement violations. The majority of the board shall not consist of owners or representatives from the same lot unless authorized by a resolution adopted by the board of directors prior to the board majority being comprised of owners or representatives from the same Lot.~~

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~~4.3. -Compensation. Directors may be entitled to compensation not exceeding two years' worth of maintenance fees, excluding special assessments,~~

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~~4.4. -Election of TrusteesDirectors.~~

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~~(a) At the initial meeting of the Members held within two (2) months after the date filing the Articles of Incorporation, the Members shall elect five (5) Trustees. The term of office of the Trustees elected at the initial meeting shall be determined by lot, the term of office of three such Trustees to expire on the date of the second annual meeting of Members, and the term of office of the remaining two such Trustees to expire on the date of the third such annual meeting. At each annual meeting of Members, beginning with the second such meeting, a Trustee shall be elected to replace each Trustee whose term expires on the date of such meeting. Trustees shall be Members of the Association. Except as otherwise provided in these Regulations for initial and successor Trustees, no Trustee shall serve consecutive terms of office as a Trustee.~~

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~~(b) Prior to the 1968 and such subsequent annual meeting of Members, the Board of Trustees shall nominate as many Members as candidates for election to the board for the ensuing year as there are vacancies on the Board in such ensuing year, endeavoring to maintain representation of each district by one Trustee; and the written notice of such annual meeting shall state the number of vacancies in the Board to be filled and the names of those Members nominated as candidates by the Trustees.~~

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Only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. Each Member may vote for as many candidates as there are authorized numbers of Directors be filled in the Board of Directors. If there is a vacancy or are vacancies in the Board, however caused, the remaining Directors, though less than a majority of the authorized Directors, may, by the vote of a majority of the authorized number of Directors, may fill any vacancy for the unexpired term.

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4.5 Resignation. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in a writing to that effect delivered to the Secretary of the Association. Such resignation shall take effect immediately or at such other time as the Director may specify.

4.6 Term of Office. Except as provided otherwise herein, each Director shall hold office for a two (2) year term, or until the Director's earlier resignation, removal from office or death. At least two (2) board terms shall expire each year upon recording of these Bylaws.

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~~(c)—4.7 Organizational Meeting. As promptly as is feasible after each annual meeting of the Association, the newly elected Directors and those Directors whose terms continue shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given. Any ten (10) Members, by a written notice signed by them and given by personal delivery or by mail to the secretary at least seven (7) days before the date of the 1968 and each subsequent annual meeting of Members, may nominate an additional candidate for election to the Board to fill any such vacancy for the ensuing year. Any number of nominations may be made by separate written notices in such manner, but no Member shall be entitled to sign more than one such written notice, and in the event of any such duplicate signing the signatures of such Member shall be disregarded on all such written notices upon which it appears.~~

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~~(d) The election shall be made by written ballot, in accordance with such procedure as the Board of Trustees from time to time shall adopt.~~

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~~SECTION 3.~~

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4.8 Regular Board Meetings. Regular meetings of the Board of Directors held at such times and places as shall be determined by a majority of the Directors, but at least four (4) meetings per year. Board meetings shall be held at the discretion of the Board, but in any event, each Director must be sent written or electronic notice of such meeting at least forty-eight (48) hours prior to the commencement of such meeting. Board meetings may be held electronically provided that a quorum of the Board is present and Board members are able to participate in real time. No Member other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board unless the Board expressly authorizes that owner to attend or participate.

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4.9 Special Meetings. Special meetings of the Board of Directors may be held at any time upon call by the President or any two Directors. Notice of the time and place of each such meeting shall be given to each Director either by personal delivery or by mail, electronic mail, facsimile or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting. Attendance of any Director at any such meeting without the Director's protest, prior to or at the commencement of such meeting, of the lack of proper notice shall be deemed to be a waiver by such Director of notice of such meeting and/or defect therein, and 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, any officer or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any organizational, regular or special meeting of the Board.

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~~Meeting of Trustees. Regular meetings of the board of Trustees shall be held as the Board may desire. Special meetings of the Board of Trustees may be called by the President or by a Vice President or by any three (3) Trustees. Meeting of the Trustees may be held at any place within Berea, Ohio. Notice of the time, place and purpose of any such meeting, unless waived, shall be given to each Trustee, by personal delivery or by first class mail, at least three (3) days prior to the time of such meeting~~

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4.10 SECTION 4. Quorum. To constitute a quorum at any meeting of the ~~Trustees Directors~~, there shall be present not less than a majority of the ~~Trustees Directors~~ then in office, but if at any meeting of the ~~Trustees Directors~~ there shall be present less than quorum, a majority of those present may adjourn the meeting from time to time without any notice other than announcement at the meeting, until a quorum shall attend. The affirmative vote of a majority of the ~~Trustees Directors~~ present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the ~~Trustees Directors~~.

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4.11 Adjournment. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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4.12 Acts of Board. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present, and the act of the majority of such Directors present is the act of the Board of Directors, except as may be otherwise expressly provided in the Declaration or in the Bylaws. In lieu of conducting a meeting, the Board may take an action with the unanimous written consent of the members of the Board. Any written consent shall be filed with the minutes of the meetings of the Board.

4.13 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members, 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 ten (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 three (3) consecutive absences from Board meetings or who is delinquent in payment of an Assessment for more than thirty (30) days may be removed by a majority vote of the Directors at a board meeting, with a quorum being present.

4.14 -Non-Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners or to the Association or its Members for any mistake of judgment or for any acts or omissions made in good faith as such Directors, as further provided for in herein.

4.15 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, as required by R.C. 5312. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

4.16 Powers, Authorities and Duties. The Board of Directors shall have the powers, authorities and duties necessary for the administration of the affairs of the Association and shall have all powers, authorities and duties referred to in Chapter 1702 of the Ohio Revised Code, Chapter 5312 of the Ohio Revised Code and the laws of the State of Ohio, and may do all acts and things provided to be done by the Board of Directors and any act, deed or thing directed to be exercised, done or omitted by the Members individually. The powers of the Board of Directors shall include but not be limited to the following:

- (a) To elect the officers of the Association;
- (b) To administer the affairs of the Association;
- (c) To promulgate such rules and regulations concerning the operation and use of the Common Elements and other rules as the Declaration provides, as may be consistent with the Declaration and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of the Common Elements and such other property as may be designated in the Declaration as being the maintenance obligation of the Association or used with the Common Elements, for the benefit of the Association;
To estimate and adopt an annual operating budget and to provide for the assessment and collection from the Owners of their respective shares of the Common Expenses;
- (e)

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(f) To provide for the distribution of profits, if any, or to transfer funds to a reserve account if there is a surplus;

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(g) To enforce the provisions of this Declaration including, without limitation, the right to initiate any litigation for injunctive relief, damages or otherwise, and to foreclose liens created in accordance with the Declaration and Bylaws;

(h) To enter or authorize its agents, employees and contractors to enter in or upon any part of the Lots in the Association (except in a Residence or other appurtenant building), when necessary in connection with any maintenance, repair or installation for which the Association is responsible, or if any Owner fails to comply with the restrictions contained in the Declaration and Bylaws. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as reasonable and any damage caused thereby shall be repaired by the Association;

(i) To suspend the voting rights of an Owner during any period that an Assessment remains unpaid for a period of thirty (30) days or more;

(j) Provided the Association shall have notified an Owner that such Owner shall have failed to maintain his or her Lot or Living Unit as required in this Declaration and such failure shall have continued for ten (10) days after the receipt of such notice by the Owner, the Association shall have the right to perform such maintenance and to levy a Special Assessment against such Owner for the costs expended, together with an administrative fee of fifteen percent (15%) of such costs, which shall be paid within thirty (30) days following receipt of an invoice, plus any attorney fees and costs of collection;

(k) To 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;

(l) To commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning, or administrative action or proceeding that is in the name of, or threatened against, the Association, Board, or the Property, or that involves two or more owners, impacts zoning, or otherwise relates to matters affecting the Property;

(m) To acquire, encumber, and convey or otherwise transfer real and personal property, subject to R.C. 5312.10;

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(n) To hold in the name of the Association any real property and/or personal property;

(o) To grant easements, leases, licenses, and concessions through or over the common elements;

(p) To levy and collect fees or other charges for the use, rental, or operation of the common elements, for services provided to owners, and for social activities or charitable contributions, in an amount not to exceed \$500.00 per year, as determined by the Board;

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(q) Pursuant to R.C. 5312.11, to levy the following charges and assessments;

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(i) Interest and charges for the late payment of assessments;

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(ii) Returned check charges;

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(iii) Enforcement assessments for violations of the Declaration, the Bylaws, and the Rules of the Association;

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(iv) Charges for damage to the Common Elements or other property.

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- (r) To adopt and amend rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;
- (s) To impose reasonable charges for preparing, recording, or copying the Declaration, Bylaws, Amendments to the Declaration and Bylaws, resale certificates, or statements of unpaid Assessments;
- (t) Subject to R.C. 5312.09(A)(1), to borrow money and assign the right to common Assessments or other future income to a lender as security for a loan to the Association;
- (u) To 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;
- (v) To purchase insurance and fidelity bonds the Directors consider appropriate and necessary;
- (w) To invest excess funds in investments that meet standards for fiduciary investments under the laws of the State of Ohio;
- (x) To exercise powers that are any of the following:
- (i) Conferred by the Declaration or Bylaws;
 - (ii) Necessary to incorporate the Association or to maintain the Association as a not-for-profit corporation;
 - (iii) Permitted to be exercised in this state by a not-for-profit corporation;
 - (iv) Necessary and proper for the government and operation of the Association.

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SECTION 5. Powers and Duties of Trustees.

- ~~(a) The corporate authority, powers, property and affairs of the Association shall be exercised, conducted and controlled by the Board of Trustees. Without limitation thereon, such powers include the power:~~
- ~~(1) To establish, levy and asses, and collect assessments and charges referred in the Articles;~~
 - ~~(2) To adopt and enforce rules and regulations governing the use of the Recreational Areas and facilities;~~
 - ~~(3) To enforce the Declaration of Restrictions;~~
 - ~~(4) To effect insurance;~~
 - ~~(5) To employ persons and entities as requires for the fulfillment of the purposes of the Association;~~
 - ~~(6) To make contracts and agreements;~~
 - ~~(7) To purchase or otherwise acquire, lease as lessee, invest in, hold, use, lease as lessor, sell, exchange, transfer and dispose of property of any description or any interest therein;~~

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~~(8) To borrow money, and issue, sell and pledge notes, bonds and other evidences of indebtedness of the Association;~~

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~~(9) To do all things permitted by law and exercise all power and authority within purposes stated in the Articles or incidental thereto.~~

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~~(b) It shall be the duty of the Board of Trustees:~~

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~~(1) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to Members at the annual meeting;~~

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~~(2) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;~~

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~~(3) To fix the amount of annual assessments as required by the Articles and to propose special assessments when appropriate, and to levy, assess and collect all assessments;~~

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~~(4) To prepare a roster of the lots and sublots in Longbrooke Subdivision and the assessments applicable thereto, this shall be open to inspection by any Member;~~

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~~(5) To enforce the Declaration of Restrictions applicable to Longbrooke Subdivision;~~

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~~(6) To require the bonding of all officers and other persons regularly handling Association funds, the premiums for which shall be paid by the Association from the annual assessment.~~

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~~(7) To inform new residents of their privileges and obligations as owners of lots or sublots in Longbrooke Subdivision.~~

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~~SECTION 6. Vacancies. Except when a Trustee dies, is removed or resigns from office, or ceases to reside in Longbrooke Subdivision, a Trustee shall serve until his successor has been elected. Vacancies in the Board of Trustees caused by death, removal, resignation or change of residence shall be filled by a majority vote of the remaining Trustees until the next succeeding annual meeting of Meeting s, at which a successor Trustee shall be nominated and elected as hereinbefore provided to serve the remainder of the term respecting the vacancy. The Trustee elected by the Trustees to serve the interim period until such annual meeting may be elected to complete the term respecting such vacancy, and a Trustee elected by the Members to complete a term respecting a vacancy may be elected by the Members to a regular term of office as a Trustee upon the expiration of his term as Successor Trustee.~~

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ARTICLE III

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WAIVER OF NOTICE OF MEETING OF MEMBERS OF TRUSTEES

~~Notice of the time, place and purposes of any meeting of Members or Trustees, as the case may be, whether required by law, the Articles or this Code of Regulations, may be waived in writing, either before or after the holding of such meeting, by any Member, or by any Trustee, which writing shall be filed with or entered upon the records of the meeting. Any Member or Trustee shall be deemed to have waived notice of meeting by attending such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, or by voting, including by proxy or mail, at such meeting.~~

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ARTICLE IV

OFFICERS

~~SECTION 15.1. Number Election and Designation of Officers.~~ The Association shall have a President, a Vice-President, a Secretary and a Treasurer, and such other additional Vice-Presidents and officers and assistant officers as the ~~Trustees-Directors~~ may deem necessary. The President shall be a ~~Trustee-Director~~ but the remaining officers may be elected from Members of the Association ~~and non-Members~~. All officers and assistant officers shall be elected by the ~~Trustees-Directors~~ at their first regular meeting in each year next following the annual meeting of the Members, or at any other meeting called for such purpose, and shall, unless otherwise provided by the ~~Trustees-Directors~~, hold office for one (1) year ~~and/or~~ until their respective successors shall have been elected.

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~~5.2 SECTION 2- Duties.~~ The officers shall have such authority and shall perform such duties as are customarily incident to their respective offices, or as may be specified from time to time by the ~~Trustees-Directors~~ regardless of whether such authority and duties are customarily incident to such office.

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~~5.3 Removal.~~ The Board of Directors may remove any officer at any time with or without cause by a majority vote of the Directors then in office.

~~5.4 Vacancy.~~ Any vacancy in any office may be filled by the Board of Directors.

~~5.5 Compensation.~~ Officers who are Owners may be entitled to compensation not exceeding four years' worth of maintenance fees, excluding special assessments.

ARTICLE V-I

IDEMNIFICATION OF TRUSTEES-DIRECTORS AND OFFICERS

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6.1 Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Director, officer, or agent of the Association, against expenses, including attorney fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. 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 person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceedings, he or she had reasonable cause to believe that his or her conduct was unlawful.

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6.2 Persons Entitled to Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, or agent of the Association against expenses, including attorney fees, actually and reasonably incurred by him or her in connection with the defense of or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless and only to the extent that the court of common pleas, or the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court shall deem proper.

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6.3 Attorney Fees and Costs Recoverable. To the extent that a Director, officer, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney fees, actually and reasonably incurred by him or her in connection therewith.

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6.4 Authorization. Any indemnification under Sections 1 and 2 of this Article, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that

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indemnification of the Director, officer, or agent is proper in the circumstances because he or she has met with the applicable standard of conduct set forth in Sections 1 and 2 of this Article. Such determination shall be made:

by a majority vote of a quorum consisting of Directors of this Association who were not and are not parties to or threatened with any such action, suit, or proceeding;

or;

(a) if such a quorum is not obtainable or if a majority vote of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any person to be indemnified within the past five (5) years; or

(b)

by the Members; or

(c)

(d) by the court of common pleas or the court in which such action, suit, or proceeding was brought. Any determination made by the disinterested Directors under Section 4 (a) of this Article or by independent legal counsel under subparagraph 4 (b) of this Article shall be promptly communicated to the person who threatened or brought the action or suit, by or in the right of the Association under Section 2 of this Article; and, within ten (10) days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

6.5 Payment in Advance of Disposition. Expenses, including attorney fees, incurred in defending any action, suit, or proceeding referred to in Sections 1 and 2 of this Article, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

6.6 Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles or other provisions of these Bylaws or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in any such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

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6.7 Directors and Officers Coverage. The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, or agent of the Association against any liability asserted against him or her in incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under this Article.

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6.8 Limitation of Rights. Nothing in this Article or in these regulations shall be construed to limit or deny any rights of indemnification existing under Section 1702.12(E) of the Ohio Revised Code, as it now exists or may subsequently be amended.

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~~**SECTION 1. Each Trustee and each officer of the Association shall be indemnified by the Association against all costs and expenses reasonably incurred with the defense of, any claim asserted or suit or proceeding brought against him by reason of his being or not having been a Trustee or officer of the Association, whether or not he continues to be such at the time of incurring such costs or expenses; except costs and expenses incurred in relation to matters as to which he shall have been derelict in the performance of his duty as such Trustee or officer.**~~

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~~**SECTION 2. For the purposes of this Article, any such Trustee or officer shall conclusively be deemed not to have been derelict in the performance of his duty as such**~~

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~~**in a matter which shall have been the subject of a suit or proceeding in which he was a party disposed of by adjudication on the merits, unless he shall have finally adjudged in such suit or proceedings to have been liable for negligence or misconduct in the performance of his duty as such Trustee or officer, or**~~

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~~**in a matter not falling within (a) next proceeding if either all disinterested Trustees or a committee of disinterested persons (excluding therefrom any Trustee or officer) selected as hereinafter provided, shall determine that he is not derelict. The selection of the committee provided above may be unanimous action of the disinterested Trustees or, if there be no disinterested Trustee or Trustees, by the chief executive officer (or, if he is interested, by the highest ranking disinterested officer) of the Association, provided that no less than three (3) persons shall be selected in any case. A person shall be deemed disinterested in a matter if he had no interest therein other than as a Trustee, officer or Member of the Association.**~~

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~~**The foregoing shall not constitute exclusive tests as to dereliction and no determination as to dereliction shall be questioned on the ground that it is made otherwise than provided above. The Association may pay the fees and expenses of the Trustees or other persons, as the case may be, incurred in connection with making a determination as above provided.**~~

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~~SECTION 3. The foregoing right of indemnification shall be in addition to any rights to which any such Trustee or officer may otherwise be entitled as a matter of law or by vote of the Members of the Association.~~

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ARTICLE VII

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COMMON EXPENSES AND ASSESSMENTS

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7.1 Owner's Obligation to Pay. It shall be the duty of every Member to pay the Member's proportionate share of Common Expenses and any and all Assessments therefor. Such proportionate share of the Common Expenses shall be in the ratio as number of Sublots owned by a Member bears to the total number of Sublots within the Association. General Assessments shall be paid annually or monthly as may be determined by the Board of Directors of the Association.

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7.2 Preparation of Estimated Budget. Each year on or before January 15th, the Board of Directors shall estimate the total amount necessary to pay the cost of management fees, insurance, and other Common Expenses which will be required during the ensuing calendar year for the rendering of all such services in connection with the Association. If such budget shall exceed the previous year's budget by an increase in excess of 20%, a majority of the members shall have the right to petition for a reduction in budget, not to be lower than the prior year's budget. On or before February 1st of each year, the Board of Directors shall notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Such estimated cash requirements (hereinafter referred to as the "Estimated Cash Requirement") shall be assessed to each Lot equally. 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. By the first of each month, each Owner shall be obligated to pay to the Association, or as the Board may direct, the amount determined to be payable as the appropriate amount of the annual General Assessment Fee Common Expenses for that year, as well as the amount of any other assessment made pursuant to the terms of the Bylaws and Declaration. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an accounting of the Common Expenses actually incurred in the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures. Any amount accumulated in excess of the amount required for actual expenses and reserves established by the Board of Directors may be credited equally to each Lot to the next installments for Common Expenses due from Owners under the then-current year's estimate, or moved into the reserves, as determined by the Board, and any net shortage including any non-payment of an Owner's General Assessment shall be added to each Lot equally to the next annual installment. Notwithstanding the foregoing, the Board of Directors shall have the right to authorize a special assessment if during any annual period it becomes known that there will be a shortfall. Such special assessments shall be for such amount and payable at such times as the Board of Directors shall determine. If there is any budget shortfall, the extraordinary expenditures shall be paid from the reserves before a special assessment is issued.

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7.3 Failure to Prepare Annual Budget. The failure or delay of the Association or Board of Directors to prepare or serve the annual or adjusted estimate on the Owners shall not constitute a waiver or release in

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any manner of any Owner's obligation to pay General Assessments for the Common Expenses, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, each Owner shall continue to pay the Common Expenses at the existing rate or rates established for the previous period until the Common Expense payment and date is determined.

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7.4 Books and Records. The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of any Owner duly authorized in writing, at reasonable times and upon request in writing by an Owner, with at least seven (7) days advanced notice, in addition to any other rules determined by the Board. Copies shall be provided for a reasonable fee. Document requests in excess of one per thirty-day period shall be subject to an hourly administrative fee to be determined by the Board. An owner may not examine or copy any of the following from the books, records, or minutes, that meet either of the following conditions:

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(i) Date back more than five years prior to the date of the request; or

(ii) Contain any of the following:

(a) Information that pertains to property-related personnel matters;

(b) Communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other property-related matters;

(c) 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;

(d) Information that relates to the enforcement of the Declaration, Bylaws, or Rules of the Association against other owners;

(e) Information, the disclosure of which is prohibited by state or federal law.

7.5 Transfer Fee. In addition to the regular annual Assessments, each Seller of a Parcel, at the time such Seller transfer title to a Parcel, a transfer fee shall be due to the Association of not more than Five Hundred Dollars (\$500.00) per transfer. The general purpose of this contribution is to provide the Association with a portion of the necessary funds to facilitate an account transfer and to operate the Association in this regard. This transfer fee is not an escrow or advance, and it is not refundable.

7.6 Limitation on Capital Additions. The Association has the right to make capital additions to the Common Elements. However, if the cost of the capital addition exceeds Five Thousand Dollars (\$5,000.00) for a single expenditure, or if the aggregate cost of the capital addition exceeds Ten Thousand Dollars (\$10,000.00) in a calendar year, a majority of the membership must approve the expenditure in writing.

Association's Right to Borrow Funds. The Association may borrow funds, in an amount not to exceed exceeds Five Thousand Dollars (\$5,000.00) unless approved by a majority of the membership in writing.

7.7

ARTICLE VIII

DELEGATION

8.1 -Delegation of Duties. Nothing herein contained 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 Director or affiliate, 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. Without limiting the generality of the foregoing, the Board is authorized to employ professional management for the collection of assessments, budgetary work, operating the Common Elements, including, without limitation, any duties and responsibilities customarily performed by professional management companies. The cost of such professional management shall be a Common Expense.

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ARTICLE IX

INSURANCE

9.1 The Board of Directors, on behalf of and for the benefit of the Association, shall obtain the following types of insurance, to the extent reasonably available, which shall be a common expense:

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- (a) Property insurance on the common elements;
- (b) Liability insurance pertaining to the common elements;
- (c) Directors and officers liability insurance;
- (d) Blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses Association funds. Any person who controls or disburses Association funds is defined as any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds for any Association bank account or deposit account, including the following:
 - (1) A management company's principals and employees;
 - (2) The president, secretary, treasurer, any other board member, or employee of the Association.
- (e) Said dishonesty policy shall provide for the following:
 - (1) Coverage shall be for the maximum amount of funds that will be in the custody of the Association or its designated agent at any one time, plus three months' worth of operating expenses;
 - (2) The insurance shall be the property of and for the sole benefit of the Association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds;
 - (3) The policy shall include in its definition of "employee" the manager and the managing

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agent of the Association's funds or provide for this inclusion by an endorsement to the policy;

(4) The policy shall name the Association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the Association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the Association, shall be the designated agent on the policy;

(5) If there is a change in the manager or the managing agent of the Association, then within ten (10) days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

ARTICLE X

MISCELLANEOUS

~~SECTION 10.1.~~ The Secretary of the Association shall keep ~~or to be kept a record,~~ which may be included in the book containing the minutes ~~if of~~ proceedings of Members and ~~TrusteesDirectors,~~ in which shall be recorded and the names and addresses of all Members and ~~TrusteesDirectors~~. There shall also be recorded therein the date upon which each Member or ~~TrusteeDirector~~ became such, and upon termination of any membership or ~~directorstrusteeship~~ for any cause, the facts relating thereto, together with the date of termination. Each Member and ~~TrusteeDirector~~, upon his becoming such, shall forthwith advise the Secretary of his then address and likewise shall promptly report to him any change in his address.

~~SECTION 210.2.~~ The Association shall have no corporate seal.

~~SECTION 310.3.~~ The Association's fiscal year shall be determined by the ~~TrusteesDirectors,~~

~~SECTION 410.4.~~ In case any provision of these Regulations shall be inconsistent with the ~~Articles,~~ the Articles shall govern. ~~Declaration,~~ the Declaration will control.

10.5 Service of Notices on the Board. Notices required to be given to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by U.S. mail addressed to such member or officer at such person's Residence, or to the Association's Statutory Agent.

10.6 Headings. The headings to each Article and to each Section of the Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

10.7 Service of Notices on Heirs. Notices required to be given to any devisees, heirs-at-law or personal representative of a deceased Owner may be delivered either personally or by mail to such person at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

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10.8 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and Bylaws shall be deemed to be binding on all Owners, their respective successors, heirs and assigns.

10.9 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.

10.6- Enforceability of Covenants. 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 effect of the other provisions of the Bylaws

10.10

ARTICLE VII-XI

AMENDMENT OF REGULATIONS-BYLAWS

11.1 Except as otherwise provided for by law or by the Declaration, this Association may adopt and amend these Regulation-Bylaws by the affirmative vote of those members entitled to exercise a majority of the voting power. Owners may vote to amend the Bylaws by written ballot or by electronic ballot, as determined by the Board. If an Owner chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under these Bylaws. For the purposes of electronic voting, the identity of the Owner must be authenticated before a vote is accepted by the Association, and the Owner must receive an electronic receipt for the vote which includes the date/time of the vote and the specific vote cast. An electronic signature satisfies any requirement for a written signature under these Bylaws.

It is understood and agreed that as of the date the Bylaws are filed for record, any prior Bylaws or Code of Regulations shall be unenforceable and any conflict between the provisions of the prior Bylaws or Code of Regulations shall be interpreted and construed in favor of these Bylaws. Upon recording of these Bylaws, only the Members of record at the time of such filing shall have standing to contest the validity of these Bylaws, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one (1) year of the recording of these Bylaws.

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