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Bryan A. Long Licking County Recorder

RECORDING OF

BYLAWS

OF

LEGACY ESTATES HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF RESTRICTIVE COVENANTS FOR LEGACY ESTATES SUBDIVISION RECORDED AT INSTRUMENT NO. 200312090058118 OF THE LICKING COUNTY RECORDS.

BYLAWS OF
LEGACY ESTATES HOMEOWNERS ASSOCIATION, INC.

RECITALS

A. The Legacy Estates Homeowners Association, Inc. ("Association") was created about October 27, 2003, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State.

B. The Association's principal purpose is to maintain and operate the real and personal property the Association owns that is part of the Legacy Estates development located in Pataskala, Ohio, for the use and benefit of the Association members pursuant to the terms and provisions of the Declaration of Restrictive Covenants for Legacy Estates Subdivision, that were filed for record at Instrument No. 200312090058118 of the Licking County Records.

C. A meeting, including any change, adjournment, or continuation of such meeting, of the Association's Owners was held on or about December 5, 2019, and, at that meeting and any adjournment, Owners representing at least a majority of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Bylaws").

D. Owners representing at least a majority of the Association's voting power have affirmatively consented to or voted in favor of the Bylaws and signed limited powers of attorney authorizing the Association's officers to execute the Bylaws on the Owners' behalf, as documented in the Association's records.

E. The Declarant has affirmatively consented to or voted in favor of adopting the Bylaws and assigned a limited power of attorney authorizing the Association's officers to execute the Bylaws on the Declarant's behalf, as documented in the Association's records. The Bylaws are attached to and made a part of this document filing.

F. Ohio Revised Code Section 5312.02 of the Ohio Planned Community Act requires a copy of the Bylaws to be filed and recorded with the County Recorder.

G. The proceedings necessary to record the Bylaws, as permitted by Chapter 5312 and the Declaration, have in all respects been complied with.

To bring the Association's governing documents in compliance with Ohio Revised Code Section 5312.02, the Board of Directors, on behalf of the Association, has

approved the attached Bylaws to be filed and recorded with the Licking County Recorder's Office.

The Legacy Estates Homeowners Association, Inc. has caused the execution of this instrument this 1st day of September, 2020.

LEGACY ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____
TIM NEMECEK, its President

STATE OF OHIO)
) **SS**
COUNTY OF Licking)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Legacy Estates Homeowners Association, Inc., by its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 1 day of September, 2020.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARIAL SEAL STATE OF OHIO
LARRY F. SHAFER
Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiohoalaw.com

BYLAWS

OF

LEGACY ESTATES HOMEOWNERS ASSOCIATION, INC.

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BYLAWS

OF

LEGACY ESTATES HOMEOWNERS ASSOCIATION, INC.

A Nonprofit Ohio Corporation

ARTICLE I

GENERAL

Section 1. Preliminary Statement of Scope and Effect. These Bylaws ("Bylaws") are made part of the Declaration of Restrictive Covenants for Legacy Estates Subdivision (the "Declaration"). The purpose of these Bylaws is to provide for the government of Common Elements in the manner provided by the Declaration and these Bylaws. All present or future Owners, tenants, occupants, or anyone else who might use the Legacy Estates Homeowners Association facilities in any manner, will be subject to the covenants, provisions, and regulations contained in the Declaration and these Bylaws and will be subject to any restriction, condition, or rule adopted by the Association's Board of Directors (the "Board"). The mere acquisition or rental of any Lots located within the Legacy Estates Homeowners Association described in the Declaration, or the mere act of occupancy of any of the Lots will constitute acceptance and ratification of the Declaration and these Bylaws.

Section 2. Name. The Association's name is "Legacy Estates Homeowners Association, Inc." an Ohio nonprofit Corporation, created pursuant to the provisions of Ohio Revised Code Chapter 1702 (the "Association").

Section 3. Principal Office. The Board will designate the place or location for the Association's permanent files. Copies of all official books and records must be kept with the Association's permanent files. If the permanent files are located at the dwelling of a Director, upon the expiration of the Director's term, whether by resignation, removal, or otherwise, such Director has the duty and responsibility to contact the succeeding Director or property manager to arrange for the delivery of all Association permanent files from the outgoing Director to the respective incoming or succeeding Director or property manager within ten business days of such change of Board position.

Section 4. Terms and Definitions. All capitalized words and terms used in these Bylaws will have the same meaning as set forth in the Declaration and below, unless the context clearly indicates a different meaning.

(a) "Assessment" means the charges that are levied against a Lot pursuant to Bylaws Article VIII.

(b) "Bylaws" also referred to as the Code of Regulations, means the Association's Bylaws that provides for the Association's operation; the same may be amended from time to time, pursuant to Ohio Revised Code Section 1702.

(c) "Common Elements" means all real and personal property owned by the Association within Legacy Estates, excluding the individual Lots.

(d) "Common Expenses" means any expense or financial liability of the Association, including allocations the Association designates for reserves.

(e) "Subdivision" means all real property compromising Legacy Estates, including the individual Lots.

ARTICLE II

MEMBERS

Section 1. Membership. Every person or entity, who is a record Owner of a fee or undivided interest in any Lot, is an Association member, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation is not a member. Such membership terminates upon the sale or other disposition by such Owner of his Lot, at which time the new Owner of such Lot automatically becomes a member. Membership may be held in the name of more than one Owner; however, there is only one membership per Lot.

Section 2. Voting Rights. There will be one vote for each of the Lots comprising the Property. If more than one person owns a Lot, they will be entitled collectively to cast only one vote exercising the Lot's voting power, as such voting power may not be divided among multiple Owners. In the case of a Lot owned or held in the name of a corporation, partnership, fiduciary or nominee, a certificate signed by the Owners will be filed with the Association's Secretary naming the person authorized to cast votes for such Lot, which certificate will be conclusive until a subsequent substitute certificate is filed with the Secretary. If such certificate is not on file, the

vote of such corporation, partnership, fiduciary, or nominee will neither be considered nor will the presence of such Owner at a meeting be considered in determining whether the meeting quorum requirements have been met. If a Lot is owned by Owners as tenants in common, joint tenants, or tenants by the entireties, no certificate need be filed with the Secretary naming the person authorized to cast such Lot's votes, and either person, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any Association meeting, unless prior to such meeting, either person has notified the Secretary in writing that there is a disagreement as to who represents their Lot at the meeting, the certificate requirement set forth above applies, and, if no certificate is filed with respect to such Lot and they are unable to agree upon their ballot on any subject at any meeting, they lose their right to vote on such subject.

Section 3. Proxies. Owners may vote, act, or execute consents, waivers, or releases in person or by proxy. The person(s) appointed as proxy need not be an Owner. Designation by an Owner(s) of a proxy to vote, act, or execute on his or their behalf will be made in writing and signed by such Owner(s), or appointed in any other manner permitted by Ohio law, will be filed with the Secretary at or before the meeting, and will be revocable at any time by actual notice to the Board by the Owner(s) making such designation. Without affecting any vote, act, or execution previously taken or authorized, the Owner(s) appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Association, or by giving notice of revocation to the Association in writing, or in an open meeting. The mere presence at a meeting of the Owner(s) appointing a proxy does not revoke the appointment.

Section 4. Association Meetings.

(a) Annual Meeting. For the election of Directors, the presentation of reports, and the transaction of such other business as is set for in the meeting notice, the Association's annual meeting will be held at such time, at such place, and on such date during the second quarter of each calendar year as the Board determines and as stated in the meeting notice.

(b) Special Meeting. Special Association meetings may be held on any business day when called by the President, by a majority of the Board acting with or without a meeting, or by Owners entitled to exercise at least a majority of the Association's voting power. Upon written request delivered either in person or by certified mail to the President or the secretary by any person(s) entitled to call a special meeting, such officer must set the date, time, and place for the special

meeting and cause notice of the meeting to be given to all Owners in accordance with Bylaws Article II, Section 4(c). If such notice is not given within 30 days after the receipt of such request, the person(s) requesting the special meeting may fix the time of the meeting and give notice of the meeting to all Owners in accordance with Bylaws Article II, Section 4(c). No business other than that specified in the call and set forth in the notice will be considered at any special meeting. The order of business at each special meeting will be as specified in the notice or agenda for the special meeting.

(c) Notice of Meetings. Not less than seven, nor more than sixty days before the day fixed for a members meeting, written notice stating the time, place, and purpose of such meeting will be given by or at the direction of the Secretary or any other person(s) required or permitted by these Bylaws to give such notice. Notice of the time, place, and purpose(s) of any meeting of the Owners may be waived in writing, either before or after the holding of such meeting, by any Owner(s), which writing will be filed with or entered upon the records of the meeting. The attendance of any Owner at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice will be deemed to be a waiver by him of notice of such meeting.

(d) Quorum; Adjournment. At any meeting, the Owners present, in person or by proxy, constitutes a quorum for such meeting.

(e) Order of Business at Meetings. The Board may adopt rules for the conduct and order of business of all meetings.

(f) Meeting Minutes. Minutes must be taken at all member meetings at which quorum is present. Copies of the approved minutes will be available for inspection by Owners upon reasonable request at the Association's office.

Section 5. Actions Without a Meeting. All actions, except removal of a Director, which may be taken at an Association meeting, may be taken without a meeting with the approval of, and in a writing or writings signed by, Owners having the percentage of voting power required to take such action as if it had been taken at a meeting. Such writings will be filed with the Secretary.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Board of Directors. The Board constitutes for all purposes the Board of Directors, as provided for under Ohio Revised Code Chapter 5312.

Section 2. Number and Qualification. The Board will consist of three persons, each of whom must be an Owner or the spouse of an Owner. Directors must also be in good standing. Good standing requires that 1) the Director not be an adverse party to the Association, or 2) the Director's Lot not be more than 60 days past due in the payment of any fees or Assessments owed to the Association. No Lot may be represented by more than one person on the Board at any one time. If an Owner is not an individual, that Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Owner.

Section 3. Election of Directors; Vacancies. Election to the Board by the Owners will be by secret written ballot and conducted in accordance with the other provisions of these Bylaws. For each election, the Owners may cast, in respect to each vacancy, such number of votes as they are entitled to by the Declaration. The persons receiving the largest number of votes will be elected, and, likewise, those receiving the largest number of votes will be elected to the longest terms. In cases of ties, the winner will be determined by Lot. Cumulative voting is not permitted.

Section 4. Term of Office; Resignations. Unless elected to fill a Board vacancy, Directors will be elected to serve three-year staggered terms, thereby maintaining a 1-1-1 rotation. Each Director holds office until the expiration of their designated term and until their successor is elected, or until their earlier resignation, removal from office, or death. Any Director may resign at any time by oral statement to that effect made at a Board meeting or by a writing to that effect delivered to the Secretary; such resignation will take effect immediately, or at such other time as the Director may specify.

Section 5. Board Meetings.

(a) Organizational Meeting. Immediately after each annual meeting or special meeting held in lieu of an annual meeting, the newly elected Directors and those Directors whose terms hold over will hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting of Directors

need not be given.

(b) Regular Meetings. Regular Board meetings may be held at such times and places as is determined, from time to time, by a majority of the Board, but at least four such meetings will be held during each fiscal year.

(c) Special Meetings. Special Board meetings may be held at any time, after notice in accordance with Bylaws Article III, Section 5(e), upon call by the President or a majority of the other Directors.

(d) Executive Sessions. At any regular or special meeting of the Board, the Board may, by the majority vote of the Directors, adjourn to an executive session for purposes of discussing and/or taking action on matters of confidentiality, including, but not limited to: personnel issues/discipline, open contract bid solicitation, pending litigation, or other matters protected under attorney-client privilege or enforcement of the Declaration, these Bylaws, or rules against any member. Executive session minutes are not available for inspection and/or copying.

(e) Notice of Meetings. Notice of the date, time, place, and purpose(s) of each Board meeting will be given to each Director by or at the direction of the secretary or by the person(s) calling such meeting. Such notice may be given in any manner or method as permitted by Ohio law and the Declaration and at such time so that the Director receiving it may have a reasonable opportunity to attend the meeting. Such notice will, in all events, be deemed to have been proper if given to each Director at least 48 hours prior to the meeting. The giving of notice is deemed to be waived by any Director who attends and participates in such meeting and may also be waived in writing, by telegram, or by electronic mail by any Director either before or after such meeting. Unless otherwise indicated in the notice for the meeting, any business may be transacted at any organizational, regular, or special Board meeting.

(f) Types of Meetings. Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, as long as each Director can hear (or simultaneously read if in electronic format, e.g. internet chat room), participate, and respond to every other Director in real time.

(g) Voting Power of Board. Each Director will have one vote. Vote of a majority of the Directors on any matter at a duly called meeting at which a quorum is present will be sufficient to determine any matter.

(h) Quorum; Adjournment. A majority of the Directors will constitute a quorum for the transaction of business, except that a majority of the Directors in office will constitute a quorum for filling a vacancy on the Board. Whenever less than a quorum is present at the time and place appointed for any Board meeting, a majority of those present may adjourn the meeting from time to time until a quorum will be present. At each Board meeting at which a quorum is present, all questions and business will be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

(i) Meeting Minutes. Minutes will be taken at and for all Board meetings. Copies of the Board approved minutes, except for those taken during executive sessions, will be available for inspection by members, upon reasonable request, at the Association's office, or as kept by the secretary.

(j) Actions Without a Meeting. In lieu of conducting a meeting, the Board may take action with the unanimous written consent of the Directors, which written consent may be in electronic form, including by e-mail or similar mode of communication. Those written consents will be filed with the minutes of the Board meetings.

Section 6. Removal of Directors. The Board, by a majority vote, may remove any individual Director and create a vacancy on the Board, if:

(a) by order of court the Director has been found to be of unsound mind,

(b) the Director files for bankruptcy or has been adjudicated bankrupt,

(c) the Director is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime, at any time in the past, or convicted of a felony for

any other type of crime within the last 10 years,

(d) the Director is are no longer a member in good standing as defined in Section 2 above,

(e) the Director is physically incapacitated,

(f) the Director fails to attend three consecutive or a total of four Board meetings during a calendar year.

In addition, at any Association meeting duly called at which a quorum is present, any one or more of the Directors may be removed with or without cause by the vote of Owners entitled to exercise at least a 75% of the Association's total voting power, and a successor(s) to such Director(s) so removed may be elected at the same meeting for the unexpired term for each such removed Board member. Any Director, whose removal has been proposed, will have an opportunity to speak and be heard at such meeting prior to the vote of their removal.

Section 7. Compensation. The Directors will not receive any salary or compensation for their services, as such; provided that nothing will be construed to preclude any Director from having dealings with the Association in any other capacity and receiving compensation subject to complete disclosure by the respective Director of the conflict of interest, complete abstention the respective Director from the Board's decision making process, and approval by a majority vote of the Board, excluding the vote of the Director receiving said compensation.

Section 8. Powers and Duties. Except as otherwise provided by law, the Declaration, or these Bylaws; the Board will exercise all the Association's powers and authorities. The Board will be responsible for the maintenance, repair, and replacement of the Common Elements. In carrying out the Legacy Estates purposes, and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on the Association's behalf, may:

(a) Exercise for the Association all powers, duties, and authority vested in, or delegated to, this Association pursuant to the Declaration, Articles of Incorporation, these Bylaws and Ohio Revised Code 5312, unless expressly reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(b) Take all actions deemed necessary or desirable to comply

with all requirements in the Declaration, these Bylaws and/or the law;

(c) Enforce the covenants and restrictions set forth in the Declaration and these Bylaws;

(d) Repair, maintain, and replace the Common Elements and improvements thereon;

(e) Establish, enforce, levy, and collect Assessments subject to the provisions of the Declaration and these Bylaws;

(f) Adopt and promulgate rules as the Board deems advisable for the maintenance, conservation, and beautification of the Common Elements, and/or for the health, comfort, safety, and general welfare of the Owners and occupants, and/or to govern the operation and use of the Legacy Estates Homeowners Association or any portion thereof, and to establish a procedure for levying and collecting reasonable enforcement Assessments for any infractions of the rules, these Bylaws, or the Declaration. In the event such rules conflict with any provisions of the Declaration or these Bylaws, the provisions of the Declaration and these Bylaws will govern;

(g) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, encumber, exchange, transfer, and dispose of any real or personal property as the Board may from time to time reasonably determine is in the Association's best interests;

(h) Establish, in the Board's sole determination, standards, and/or procedures for the automatic and without notice suspension of the voting rights of an Owner(s) and/or right of the Owner(s) and/or occupant(s) to use amenities during any period in which such Owner(s) is in default. Default means the Owner(s) is more than thirty days delinquent in the payment of any Assessment levied by the Association;

(i) Adopt and amend rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;

(j) Impose reasonable charges to the Owner for preparing, recording, or copying of the Declaration, these Bylaws or amendments, or meeting minutes as well as reasonable charges for the handling of

re-financing and/or resale certificates, documentation, and/or statements of unpaid Assessments;

(k) Authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the Property;

(l) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines necessary or desirable in the management and/or operation of the Property, Common Elements, and the Association;

(m) Make contracts;

(n) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(o) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners;

(p) Impose interest and administrative late fees for the late payment of Assessments, impose returned check charges, and, pursuant to the requirements of the Declaration and Ohio law, impose reasonable enforcement Assessments for violations of the Declaration, these Bylaws, and the Rules, and reasonable charges for damage to the Common Elements or other property;

(q) Establish operating, escrow, reserve, and other accounts in the Association's name as the Board may deem appropriate from time to time as may be consistent with generally accepted accounting practices;

(r) Borrow money, assign, without limitation, the Association's right to future income, including the right to receive Assessments and insurance proceeds, and issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents, provided that any such borrowing will be limited to the purpose of acquiring funds to be used for the management, insurance, maintenance, repair, and/or replacement of the Common Elements,

and/or for such capital additions, alterations, and improvements as may be approved by theOwners in accordance with the Declaration;

(s) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, the Property, or that involves two or more Owner and related to matters affecting the Property;

(t) Pay the taxes and Assessments levied against the property owned by the Association before they become delinquent;

(u) Invest excess funds in investments that meet the standards for fiduciary investments under Ohio law; and

(v) Procure and maintain insurance as required by law, the Declaration, these Bylaws, or as the Board deems advisable.

(w) Authorize entry to any portion of the Subdivision by designated individuals when conditions exist that involve an imminent risk of damage or harm to common elements, another dwelling unit, or to the health or safety of the occupants of that dwelling unit or another dwelling unit;

(x) The Board or its agents may enter any Lot when necessary in connection with any maintenance, repair, replacement, or construction for which the Association is responsible or for inspection of the same and the Association, Board, and/or its agents shall not be deemed guilty in any manner of trespass. Except in the event of an emergency, such entry shall be made with as little inconvenience to the Owners as practicable, any damage caused by such entry shall be repaired by the Association, if not reparable, the Association shall pay the depreciated value of the damaged item. In the event of an emergency originating in or threatening any dwelling unit or Lot, the managing agent or representative, or any other person designated by the Board may enter the Lot immediately whether the Owner is present or not.

Section 9. Fidelity Insurance/Bonds. The Board will require that all Association Directors, officers, managing agents, and employees handling or responsible for Association funds will furnish adequate fidelity insurance/bonds. The

Association will pay the premiums on such insurance/bonds as an Operating Expense.

Section 10. Committees. The Board may, by resolution, provide for standing or special committees, as it deems desirable, and discontinue the same at its discretion. Each committee consisting of not less than three members will have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Board. Each committee will keep full records and accounts of its proceedings and transactions. All action by any committee will be reported to the Board at its meeting succeeding such action and will be subject to control, revision, and alteration by the Board; provided that no rights of third persons will be prejudicially affected. Each committee will fix its own rules of procedure and will meet as provided by such rules as determined by the Board, and it will also meet at the call of the President or of any two members of the committee. Unless otherwise provided by such rules or by resolutions, the provisions of Section 5(e) of this Article III relating to the notice required to be given of special meetings of the Board will also apply to meetings of each committee. A majority of committee members constitutes a quorum. Each committee may act in writing or by telephone with written confirmation, without a meeting, but no such action will be effective unless concurred in by all members of the committee. Vacancies in a committee will be filled by the Board.

ARTICLE IV

OFFICERS

Section 1. General Provisions. The Board will elect a President, Secretary, and Treasurer, each of whom must be a Director. The Board from time to time may also create such offices and appoint such other officers and assistant officers as in its judgment may be necessary who are not members of the Board but who are Association members. Additionally, appointed officers or assistant officers need not be a Director. Any two of such offices, other than that of president, may be held by the same person, but no officer can execute, acknowledge, or verify any instrument in more than one capacity.

Section 2. Term of Office. The Association's officers will hold office at the pleasure of the Board, and unless sooner removed by the Board, until the organizational meeting of the Board following the next annual meeting and until their successors are chosen and qualified. The Board may remove any officer at any time, with or without cause, by a majority vote. A vacancy in any office, however created, will be filled by the Board.

Section 3. No Compensation to Officers. Association officers will not receive compensation for services as such.

Section 4. President. The President is the Association's chief officer and will exercise general executive supervision over the Association's business and affairs and over its several officers, subject, however, to the Board's control. The President will preside at all Association and Board meetings, which power the President, may assign or delegate as the President so decides. The President may execute all authorized deeds, contracts, and other obligations of the Association and has all the powers and duties prescribed by Chapter 5312. The President also has such other authority and will perform such other duties as the Board may from time to time assign to the President or otherwise provided for in the Declaration or in these Bylaws.

Section 5. Secretary. The Secretary will keep minutes of all the proceedings of the members of the Association and of the Board and will make proper record of the same, which will be attested by the Secretary; has authority to execute all deeds, contracts and other obligations of the Association requiring the Secretary's signature; will keep such books as may be required by the Board; and will perform such other further duties as may from time to time be assigned by the Board.

Section 6. Treasurer. The Treasurer has general supervision of all finances; the Treasurer will receive and have charge of all money, bills, notes, documents, and similar property belonging to the Association, and will do with the same as the Board may from time to time require. The Treasurer will keep or cause to be kept adequate and correct financial accounts of the Association's business transactions, including accounts of its assets, liabilities, receipts, expenditures, profits, and losses, together with such other accounts as may be required, and hold the same open for the inspection and examination of the Board; and the Treasurer will perform such other duties as from time to time may be assigned by the Board.

Section 7. Assistant and Subordinate Officers. The Board may appoint such assistant and subordinate officers, as it may deem desirable. Each such officer will hold office as the Board so determines, and perform such duties as the Board may prescribe. The Board may, from time to time, authorize any officer to appoint and remove subordinate officers, to prescribe their authority and duties, and to fix their compensation, if any.

Section 8. Delegation of Authority and Duties; Control of Officers. In the absence of any officer of the Association, or for any other reason the Board may deem sufficient, the Board may delegate the powers or duties, or any of them, of such officers, to any other officer or to any Director or the managing agent. In addition, the Board is authorized generally to control the action of the officers and to require the performance of duties in addition to those mentioned above.

ARTICLE V

INDEMNIFICATION OF DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

Section 1. General. The Association must indemnify and defend (as provided below): (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a

majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

Section 2. Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article V is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702.12(E) and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

Section 4. Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as an Owner).

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Section constitutes an Operating Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Section; provided, however, that the liability of any Owner arising out of the contract made by any Director, officer, or committee member or out of the aforesaid indemnity in favor of such Director, officer, or committee member is limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as Association members.

ARTICLE VII

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments as Common Expenses. The Association through its Board of Directors, for the benefit of all the Owners, will acquire and will pay for, out of the Association's funds, all Common Expenses arising with respect to, or in connection with, the Property. In addition to the provisions of the Declaration and these Bylaws, the Association's expenses may include the following:

(a) Utilities and Related Facilities. The cost of water, waste removal, electricity, gas, telephone, cable television, heat, power, or any other necessary utility service, if any, for the Property which are not separately metered or otherwise directly charged to individual Owners.

(b) Property Insurance. Premiums upon a policy(ies) of fire insurance, with extended coverage, vandalism, and malicious mischief endorsements on the Property, excluding the Lots, the amount of which insurance will be reviewed annually.

(c) Liability Insurance. Premiums upon a policy(ies) insuring the Association, the Board members, the manager or managing agent, and the Owners and occupants against any liability to the public or to the Owners, their tenants, invitees, and licensees, incident to the use of the Common Elements as provided in the Declaration, the limits of which policy(ies) will be reviewed annually.

(d) Other Insurance. Premiums for other insurance, including fidelity bonds or insurance, effected in accordance with the provisions of the Declaration or these Bylaws.

(a) Workers' Compensation. The cost(s) of workers' compensation insurance to the extent necessary to comply with any applicable laws.

(b) Wages and Fees for Services. The wages and fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Property, the services of any person(s) required for the maintenance or operation of the Property, and legal and/or

accounting services necessary or proper in the operation of the Property or the enforcement or interpretation of the Declaration, these Bylaws, and rules, and for the organization, operation, and enforcement of the rights of the Association.

(c) Reasonable Care of Common Elements. The cost of reasonable landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair, and replacements of the Common Elements that the Association is responsible for as provided for in the Declaration and such furnishings and equipment for such portions of the Common Elements, all as the Board determines are reasonably necessary and proper, and the Board, on behalf of the Association, will have the exclusive right and duty to acquire the same for such portions of the Common Elements.

(d) Additional Expenses. The cost and expense of any other materials, supplies, furniture, labor, services, maintenance, repairs, insurance, or Assessments that the Association is required or permitted to secure or pay for pursuant to the terms of the Declaration and these Bylaws, or by law, or which, in the Board's opinion, are necessary or proper for the maintenance and operation of the Subdivision as a first class Association, or for the enforcement or interpretation of the Declaration, these Bylaws, or the rules.

Section 2. No Active Business to be Conducted for Profit. Nothing will be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them; but this will not preclude the Association from entering into contracts, licenses, and/or concession agreements, affecting parts or uses of the Common Elements that result in the production of income for the Association.

Section 3. Acquisition, Lease, Sale, or Exchange of Real Property. Whenever the Board determines to acquire, lease, sell, or exchange real property or any interest, other than any Lot, the Board will submit such acquisition, lease, or exchange to a vote of the Owners, and, upon the affirmative vote of the Owners entitled to exercise not less than fifty-one percent of the Association's voting power present in person or by proxy at an annual meeting or a special meeting duly held for such purpose, the Board may proceed with such acquisition, lease, sale, or exchange, in the name of the Association and on behalf of all Owners, and the costs and expenses incident thereto will constitute part of the Common Expenses.

Section 4. Utility Contracts. The Board, on the Association's behalf and the Owners, individually and collectively, may negotiate and enter into contracts or other agreements with any utility service provider to provide for such services and service rates as the Board determines is in the best interest of the Association and/or Owners as a whole, whether or not such services are included and/or paid for as a Common Expense or paid directly by the Owners.

Section 5. Applicable Laws. The Association will be subject to and governed by the provisions of any statute adopted at any time and applicable to Subdivision submitted to a Declaration of covenants and restrictions. In the event of any conflict or inconsistency between the provisions of the Declaration and these Bylaws, the terms and provisions of the Declaration will prevail, and the Owners and all persons claiming under them covenant to vote in favor of such amendments to these Bylaws as will remove such conflicts or inconsistencies.

ARTICLE VIII

ASSESSMENTS

Section 1. Determination of Assessments. The Board will fix and determine from time to time the sum(s) necessary and adequate for the Common Expenses and reserves. Common Expenses will include expenses for the operation, maintenance, repair, or replacement of the Common Elements, and such other parts of the Legacy Estates Subdivision as provided for in the Declaration and these Bylaws, the carrying out of the Association's powers and duties, the items enumerated in Article VII above, and any other expenses designated from time to time by the Board as Common Expenses. The Board is specifically empowered on behalf of the Association to fix the annual operating budgets and collect Assessments and to maintain, repair, and replace the Common Elements. Funds for the payment of Common Expenses will be assessed against the Owners in the manner and proportions and will be payable as provided in the Declaration and these Bylaws. Special Assessments, if any, required by the Board, will be levied, and paid in the manner as directed by the Board.

Section 2. Notice and Payment of Assessments.

(a) Within thirty days after the Board has determined the amount of any Assessment, a notice of the Assessment will be mailed or presented to each of the affected Owners. All Assessments will be payable to the Association and, upon request, the secretary or treasurer will give a receipt for each payment made.

(b) The Association will credit payments made by an Owner in the following order of priority:

(i) First, to interest owed to the Association;

(ii) Second, to administrative late fees owed to the Association;

(iii) Third, to collection costs, attorneys' fees, and paralegal fees incurred by the Association; and

(iv) Fourth, to the principal amounts the Owner owes to the Association for the Common Expenses or enforcement Assessments chargeable against the Lot.

(c) It will be the duty of each Owner to pay his proportionate share of the Common Expenses as assessed against Owners. Payment of Assessments will be made in such amounts and at such times as may be determined by the Board. No Owner may waive or otherwise be exempt from liability for Assessments provided, including, by way of illustration and not limitation, by non-use of the Common Elements by such Owner or by attempted withdrawal from the Association. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off will be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed under the Declaration or these Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are required under the Declaration, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority or for any other cause whatsoever.

Section 3. Preparation of Budget, Assessments. The Board will, on or before December 1st of each year, prepare a budget which will be based on its estimate of the total amount (the "estimated cash requirement") that will be required during the ensuing calendar year to pay the Common Expenses, including a reasonable reserve for contingencies and replacements. On or before December 15th of each year, the Board will notify each Owner in writing as to the amount of the estimated cash requirement together with a reasonable itemization. The aggregate amount of the

estimated cash requirement will become an Assessment against the Owners, with the share of Assessment against each Owner to be his proportionate share. Such Assessment will be due and payable by each Owner on or before January 1st, or in quarterly or monthly installments (that may or may not be equal) as the Board may stipulate. If, at any time, the Board determines that the Association has collected a surplus at the end of any fiscal year, such amount will, at the Board's sole discretion, be credited promptly after the same has been determined according to each Owner's proportionate share to the annual installment next due from Owners under the current or next year's Assessment until exhausted or applied toward reserves.

Section 4. Reserve for Contingencies and Replacements. The Board will establish, build up, and maintain for the Association a reasonable capital reserve for contingencies and replacements. Any budget will 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.

Upon the sale of Lot by any Owner, such Owner will have no right to any portion of the funds in the reserve account; nor will such Owner have any claim against the Association with respect to the reserve account. Extraordinary expenditures incurred in any year which were not originally included in the estimated cash requirement for such year may, at the Board's discretion, be charged first against such reserve, unless said reserve has been previously allocated for a specific item.

Section 5. Failure to Prepare Annual Budget or Make Current Assessments. The Board's failure or delay in the preparation of any budget, or in the giving of notice to Owners, or any delay in the making of Assessments against Owners, or any of them, will not constitute a waiver or release in any manner of such Owners to pay their proportionate share of the Common Expenses, including reserves, whenever the same will be determined and assessed. In the absence of any annual estimate of Common Expenses, including required reserves, or of any budget or Assessments based thereon, Owners will continue to pay the Assessments at the existing rate established for each Owners then in effect, until the first maintenance payment becomes due, pursuant to a new Assessment covering the current period duly made by the Board.

Section 6. Books and Records. The Association will keep full and correct books and records of account that specify the receipts and expenditures relating to the Property, and other common receipts and expense records showing the allocation, distribution, and collection of the profits, losses, and expenses among and from the

Owners, minutes of Association and Board meetings, and records of names and addresses of the Owners (the "Association's records"). The Board may adopt rules establishing reasonable standards for the examination and copying of the Association's records, which may include, without limitation, standards and limitations governing the type of documents that are subject to examination and/or copying, limitations on the use and distribution of such records, the times and locations at which the documents may be examined or copied, and a reasonable fee for the examination and/or copying of the documents. In the absence of any rule, any Owner or his mortgagee, or by any representative of an Owner duly authorized, in writing, may, for reasonable purposes, during normal business hours and following a reasonable, prior written request to the Board, examine or copy the Association's records, subject to a reasonable fee. Within ten days of a written request to the Board, and upon payment of a reasonable fee, any Owner will be furnished a statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner.

Section 7. Status of Funds Collected by Association. All funds collected will be held and expended solely for the purposes designated herein, and, except for such special Assessments as may be levied against less than all of the Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments, will be deemed to be held for the use, benefit, and account of all of the Owners. All sums collected by the Association from Assessments may be commingled in a single fund, or divided into more than one fund, as determined by the Board. All Assessment payments by an Owner will be applied as provided in these Bylaws and in the Declaration.

Section 8. Annual Review. The Association's books will be reviewed once a year by the Board and such review will be completed prior to the end of the first quarter. In the event a majority of Board members or a seventy-five percent vote of the Owners request a review of the books be made by a Certified Public Accountant, such review will be conducted at the Association's expense.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 1. Copies of Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Lot will be given a copy of any and all notices permitted or required by the Declaration or these Bylaws or be given to the Owners whose Lot is subject to such mortgage or trust deed. Any mortgagee may from time to time, request in writing, a written statement from the

Board setting forth any and all unpaid Assessments due and owing from its mortgagor Owners with respect to the Lot subject to the lien of its mortgage and such request will be complied with within twenty (20) days from receipt of such request.

Section 2. Notices. All notices required to be sent are subject to the following provisions:

(a) All notices required or permitted under the Declaration or Bylaws to the Association or the Board, must be made in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Association at the address of the Subdivision or to such other address as the Board of Directors may designate by a notice in writing to all Owners.

(b) All notices required or permitted under the Declaration or Bylaws to any Owner must be hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to such Owner's Lot address or to such other address designated by the Owner in writing to the Board. Any notice required or permitted to be given to any occupant of a Lot other than an Owner will effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Lot address.

(c) In addition to the methods described in Paragraphs (a) and (b) above, due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and federal law, as well as by the Board, now or in the future: (1) any notice required in the Declaration or Bylaws to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Owners, individually or collectively, to or from any Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

(i) For matters other than voting on the election of Board members, the Association may provide for voting by

electronic transmission. However, if the Association cannot guarantee the anonymity of an Owner's vote, the Association must provide the Owner with the option of casting an anonymous printed ballot, which includes, when necessary, the Owner's percentage of Lot ownership interest.

(ii) An electronic mail or other electronic transmission to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Owner in writing by regular U.S. mail to the Lot or last known address, by hand delivery to the Owners or by leaving the notice under or attached to the front door of the dwelling unit.

(iii) Any Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, as provided in the first paragraph of this Article IX, Section 2.

Section 3. Service of Notices on Devisees and Personal Representatives. Notices required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by regular mail to such party at his address appearing on the records of the Court where the estate of such deceased Owner is being administered.

Section 4. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in these Bylaws are abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 5. Agreements Binding. All agreements and determinations lawfully made by the Association, through the Board, in accordance with procedures established in the Declaration and these Bylaws are binding on all Owners, their successors, heirs, and assigns.

Section 6. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of these Bylaws, or of any part of the same, will not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 7. Construction. Wherever the masculine singular form of the pronoun is used in these Bylaws, it will be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Section 8. Captions. The captions used in these Bylaws are inserted solely as a matter of convenience and will not be relied upon and/or used in construing the effect or meaning of any of the text.

Section 9. Interpretation. These Bylaws will be construed according to the fair meaning of the language used and not strictly construed against the Association, the Board, or any Owner.

Section 10. Scrivener Errors. Scrivener reserves unto itself the right to make corrections or changes in these Bylaws that arise due to typographical mistakes or scrivener errors. Said changes may be made by scrivener despite the fact it does not have a voting power, but will only be done if said changes do not materially affect the rights or interest of anyone else.

Section 11. Amendments. These Bylaws may be amended by the affirmative written vote of the Owners, exercised at a meeting or without a meeting by signed, written consent, entitled to exercise not less than the 75% of the Association's voting power. Upon the adoption of any amendment, the president and secretary will file with the Recorder of Licking County an instrument executed with the same formalities, containing the amendment being made, the volume and pages of the original being amended, and a certification that the amendment was duly adopted in accordance with all required provisions.