TERESA L. MARKHAM
RECORDER, UNION CO., OHIO

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CODE OF REGULATIONS (BYLAWS)
OF
MILL VALLEY NORTH ASSOCIATION, INC.

(FILED AND RECORDED PURSUANT TO THE PROVISIONS OF CHAPTER 5312 OF THE OHIO REVISED CODE)

BACKGROUND

A. Mill Valley North and Woods at Mill Valley North are residential subdivisions located in the State of Ohio, County of Union, Township of Paris and City of Marysville and currently consist of property shown, delineated, described and identified as being part of those subdivisions on the recorded plats of record in Plat Cabinet 5, Slides 45 and 46, Plat Cabinet 5, Slides 50 and 51, Plat Cabinet 5, Slides 73 and 74, Plat Cabinet 5, Pages 85 and 86, Plat Cabinet 5, Pages 100 and 101, Plat Cabinet 5, Pages 138 and 139, Plat Book 5, Page 235, Plat Book 5, Page 236, Plat Book 5, Page 182 and Plat Book 5, Pages 180 and 181, all of the records of the office of the Recorder of Union County, Ohio, together with such other property that has been subjected to the provisions of the Restrictions described below or that is subjected to the Restrictions in the future.

B. An overall plan of covenants, easements, restrictions, and assessment liens for Mill Valley North and Woods at Mill Valley North was created by the filing and recording of various special warranty deeds (the "Restrictions") recorded in Official Record Volume 503, Pages 344-363, inclusive, Official Record Volume 602, Pages 364-382, inclusive, Official Record Volume 621, Pages 753-772, inclusive, Official Record Volume 718, Pages 344-367, inclusive, and Official Record Volume 652, Pages 801-824, inclusive, records of the office of the Recorder of Union County, Ohio, as the same have been amended and supplemented to date, and such other documents requiring membership in the Association.

C. Pursuant to the provisions of the Restrictions and the filing, on or about November 3, 2003, of articles of incorporation with the Ohio Secretary of State, Mill Valley North Association, Inc. (the "Association"), an Ohio corporation not-for-profit, was duly created and organized for the purposes of, among other things, owning and/or maintaining property or facilities of the Association in both Mill Valley North and Woods at Mill Valley North for the benefit of the owners of lots in the Mill Valley North community and the Woods at Mill Valley North community and for administering and enforcing the terms and conditions of the Restrictions. Each owner of a lot, other than lots owned by the Association, that has been or is subjected to the Restrictions is or will be a mandatory member of the Association and the owners support property or facilities of the Association through membership and the payment of fees and assessments.

D. Pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, the Association duly adopted a Code of Regulations at Mill Valley North Association, Inc. (the "Code of Regulations"), a copy of which is attached hereto, marked "Exhibit A" and hereby made a part hereof.

E. On September 10, 2010, Chapter 5312 of the Ohio Revised Code (the "Planned Community Act") became effective.

F. Pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act, the board of directors of the owners association of any planned community that was in existence on September 10, 2010, the original effective date of the Planned Community Act (the "Effective Date"), shall file and record the bylaws of that planned community that were in effect on the Effective Date in the office of the recorder of the county or counties in which the planned community is located within one hundred eighty (180) days after that Effective Date.

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G. The Association's Board of Directors (the "Board") has acknowledged that the overall Mill Valley North community (including both Mill Valley North and Woods at Mill Valley North) is a "planned community," that the Association is an "owners association" and that the attached Code of Regulations are the "bylaws" of the Association that were in effect on the Effective Date, as each those terms have been defined and are to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act.

CERTIFICATION

NOW THEREFORE, the Board hereby certifies that the Association's Code of Regulations, attached hereto as Exhibit A, and made a part hereof by this reference, constitutes and also serves as the duly adopted "bylaws" of the Association, as that term has been defined and is to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act; that the Code of Regulations was in effect on September 10, 2010, the original Effective Date of the Planned Community Act; and that the Code of Regulations is being filed and recorded with the Recorder's Office of Union County, Ohio, within one hundred eighty (180) days after said Effective Date in accordance with the provisions of Section 5312.02(D)(1) of the Planned Community Act.

IN TESTIMONY WHEREOF, the Board of Directors at Mill Valley North Association, Inc., acting by and through its duly authorized president, signed, acknowledged, and delivered this instrument on or as of the 8 day of March 2011.

BOARD OF DIRECTORS OF MILL VALLEY NORTH ASSOCIATION, INC.,
an Ohio corporation not-for-profit

By _____
Michael A. Archer, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me by Michael A. Archer, the President at Mill Valley North Association, Inc., an Ohio corporation not-for-profit, acting as the duly authorized agent of the corporation who represented that he was duly authorized and empowered to execute the foregoing instrument on behalf of the Board, and who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed and the free act and deed of the Board and the Association, this 8 day of March 2011.

RENEE SEELEY NOTARY PUBLIC, STATE OF OHIO

_____
Notary Public expires 4-8-15

This instrument prepared by Calvin T. Johnson, Jr., Attorney at Law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-3352.

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Exhibit A

CODE OF REGULATIONS

OF

MILL VALLEY NORTH ASSOCIATION, INC.,

Section 1.01. The name of this Ohio, nonprofit corporation shall be Mill Valley North Association, Inc. (the "Association").

Section 1.02. The purposes for which the corporation is formed are generally, to serve as a "homeowners' association" as that term is defined in Section 528 of the United States Internal Revenue Code of 1986 as now in effect and as may be amended from time to time (the "Code") for the Woods at Mill Valley North Subdivision and to that end to hold title to, or easements over, land within the Mill Valley North Subdivision, and all other property at any time added to Woods at Mill Valley North Subdivision, an expandable subdivision of residential properties located in the State of Ohio, County of Union, and Township of Paris, (hereinafter, "the Subdivision of "the Development"), and made subject to any of the restrictions that govern or that may hereafter govern the use of land or property in the Subdivision, or that may be made subject to the jurisdiction and function of this Association, for common purposes, including but not limited to detention areas, utility areas, landscape areas, pond areas, and/or landscape entry areas (as may exist), to maintain and administer such land, common areas and elements in accordance with the plat of Woods at Mill Valley North Subdivision of record in Plat Book 5, Pages 45 and 46, records of the Recorder of Union County, Ohio, and all deeds containing covenants or restrictions (collectively, the "Restrictions") recorded to apply to land in the Subdivision, or land added thereto, and all other plats, amendments, deeds containing restrictions and amendments to deeds containing restrictions now or hereafter placed of record which make the property subject to the Restrictions, or the Association, including property which may be added or made subject to the Restrictions or the jurisdiction or function of the Association in the future, and to administer and enforce the Restrictions and otherwise serve as the homeowner's association for the Woods at Mill Valley North Subdivision.

In carrying out the foregoing purposes, the corporation may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Revised Code of Ohio. The foregoing purposes shall be accomplished on a nonprofit basis, and no part of the net earnings of the corporation shall inure to the benefit of any private person, firm, corporation, association or organization, except that the corporation may pay reasonable compensation for services provided to or for the benefit of the corporation.

ARTICLE II

MEMBERS AND VOTING

Section 2.01. Each owner of a fee simple interest in a lot in the Mill Valley North Subdivision shall be a member of the Association (hereinafter, a "member"). The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest in a lot, and upon the sale, transfer or other disposition of each undivided fee simple interest in a lot, the right to membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner(s) of the interest.

Section 2.02. Except as provided herein, on any question for which the vote of members is permitted or required, the owner or owners of each lot in the subdivision shall be entitled to exercise one vote for each such lot that he or she owns or they own. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall only be entitled to one vote with respect to the lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest.

Section 2.03. Fiduciaries and minors who are owners of record of a lot or lots may vote their respective interests as members. If two or more persons own undivided interests in a dwelling lot as fiduciaries, tenants in common or otherwise, such persons shall be entitled to one vote with respect to a lot, which vote shall be exercised, if at all, as a single unit and not by percentages of interest. If more than one of such owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the owners of the lot. If only one such person attends a meeting, votes or executes a consent then that person may act for all.

Section 2.04. A corporation which is a member of the Association may exercise its right to vote by any officer, and any such officer shall conclusively be deemed to have authority to vote and to execute proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the board of directors or board of trustees of said corporation that such authority does not exist or is vested in some other officer or person. A partnership which is a member of the Association may exercise its right to vote only by a partner or agent thereof specifically designated in a written document executed by all partners of the partnership and delivered to the secretary of the Association before a vote is taken or a consent or waiver is acted upon.

Section 2.05. At meetings of the members or otherwise, any member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting before the person holding the proxy shall be allowed to vote under the proxy at the meeting or with the Secretary of the Association before the person

holding the proxy may take action under the proxy without a meeting. No proxy shall be valid after the expiration of eleven months from its date of execution unless the member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. An annual meeting of the voting members for the election of directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the first quarter of each calendar year, on a date established by the Board of Directors of the Association (the "Board of Directors" or the "Board"), or on such other date within one month thereafter as may be designated by the Board from time to time.

Section 3.02. Special meetings of the members may be called by the President, by a majority of the Directors acting with or without a meeting, or by members entitled to exercise not less than ten percent (10%) of the total voting power of the members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting it shall be the duty of the President or Secretary to give notice to the members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than five (5) days before the meeting to each member entitled to notice thereof. If mailed, such notice shall be addressed to the member at his address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a member home after notice has been given and prior to the holding of the meeting, it shall not be necessary to service notice on the transferee. The Board of Directors may set a record date for the determination of the members who are entitled to receive notice of or to vote at any meeting of members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record dates is fixed by the Directors, the record date for determining the members who are entitled to receive notice of or who are entitled to vote at a meeting of members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may

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be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of members may be waived in writing either before or after the holding of the meeting by any member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that member of notice of the meeting.

Section 3.06. A quorum for any meeting of members shall be that number of members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all members present, in person or by proxy, provided that no action required by law, the Restrictions, the Articles, or this Code of Regulations that must be authorized or taken by those members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 3.07. The order of business of any meeting of members shall be determined by the presiding officer, unless otherwise determined by a vote of those members entitled to exercise not less than a majority of the voting power of the members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of members of the Board of Directors the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those members entitled to exercise not less than a majority of the voting power of the members present in person and represented by proxy at a meeting, unless for the particular purpose the vote of a greater percentage of this voting power of all members is required by law, this Code of Regulations or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of members may be authorized or taken without a meeting in writing or writings signed by members exercising a majority of the voting power of all members of such greater proportion thereof as the Articles, this Code of Regulations, the deed restrictions or any provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of members may also be taken by mail. In that event ballots shall be mailed to all persons and entities who are members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles, this Code of Regulations, or any provision of law may otherwise require.

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Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the restrictions, the Articles and this Code of Regulations (collectively, the "Association Governing Documents") until they resign, or until their successors are elected and qualified. Except for Members of the Board of Directors appointed by the Developer, Members of the Board of Directors must be members of the Association. The names and addresses of the three (3) initial directors of the corporation are provided in the Articles. They will serve until the Association, Inc. holds its first annual or special meeting of members. Thereafter, Directors shall be elected at the regular annual meeting of members of the Association or at special meetings called for that purpose, beginning with the first meeting conducted after the turnover of developer control of the Association. Beginning with the first annual meeting following the turnover of control, each Director who is elected shall serve for a term of two (2) years (provided, that so no vacancies on the Board will exist each year, two of the Directors elected at the first annual meeting following the date of turnover of control will be elected to one year terms), and until his or her successor is elected and qualified, or until he or she reigns. Any Director may be removed at a special meeting of the members of the Association called for that purpose by the affirmative vote of those members entitled to exercise not less than seventy-five percent (75%) of the voting power of all members.

Section 4.02. Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes provided that it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board vacates membership on the Board as a result of death, resignation or any other act or reason, the remaining members thereof may elect a new Director to fill the vacancy. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty (30) days after it is created, said remaining Directors shall call a special meeting of members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the

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Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such places as the President or a majority of the Directors may determine, or by a joint telephone connection if so requested by the President or a majority of the Directors.

Section 4.05. The President or Secretary shall cause electronic, telegraphic or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law, the Articles of Incorporation or this Code of Regulations.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services as such, but any Director may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of the Eighth article of the Articles of Incorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Directors may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such

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compensation as it determines. The Board may delegate to any such manager, managing agent, person, firm or corporation such administrative and ministerial duties as it determines.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected. All officers shall be elected by the Board of Directors and the President must be a member of the Board. Officers may be paid such compensation as the Board may determine. Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same person.

Section 5.02. It shall be the duty of the President to preside at all meetings of members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board. It shall be the duty of the Vice President to perform the duties of the President in the event of his absence or disability and perform such other duties as may be assigned by the Board.

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the members and the Board of Directors, including records of the names and addresses of the members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the members or the Board. Upon expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.04. The treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of the assessments, fees, revenues and expenses among and from the members, shall hold the same open for inspection and examination by the Board and the members, and shall present abstracts of the same at annual meetings of the members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

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Section 5.05. The Board of Directors may create a committee or committees, each to be composed of not less than three (3) persons including at least one Board member, and may delegate to any such committee any of the authority and power of the Board, however derived. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board.

ARTICLE VI

INDEMNIFICATION

Section 6.01. The Association shall indemnify any Director, Officer, or Employee of the Association 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 (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that he or she is or was a Director, Officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, trustee, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), 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, he or she had not reasonable cause to believe his or her conduct was unlawful. A person claiming indemnification under this Section 6.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have 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 matter, to have had no reasonable cause to believe his or her conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 6.02. The Association may indemnify any agent or volunteer of the Association 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 (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that he or she is or was an agent or volunteer of the Association, or is or was serving at the request of the Association as a

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director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), 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, he or she had not reasonable cause to believe his or her conduct was unlawful. The Association's decision to provide indemnification under this Section 6.02 presumes that the Association believes the agent or volunteer, in respect of any act or omission giving rise to such claim for indemnification, to have 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 matter, to have had no reasonable cause to believe his or her conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption. Such decision shall be made in any on of the following manners: (a) by a majority vote of a quorum consisting of directors of the Association who were not and are not parties to or threatened with the action, suit or proceeding in question, or (b) by the members of the Association by majority vote.

Section 6.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(A) the Association shall not indemnify any Director, Officer, employee, agent, or volunteer of the Association who was a party to any completed action or suit instituted 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 trustee, director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he or she is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(B) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 6.02.

Section 6.04. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that any Director, Officer, or employee of the Association has been successful on the merits or otherwise in defense of any action, suit

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or proceeding referred to in Section 6.01, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.05. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that any agent, or volunteer of the Association, who the Association has decided to indemnify under 6.02, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.02, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including without limitation, attorney's fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.06. Any indemnification required under 6.01, or approved by the Association under 6.02, and not precluded under 6.03, shall be made by the Association only upon a determination that such indemnification of the Director, Officer, employee, agent, or volunteer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.01. Such determination may be made only (A) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (B) if such a quorum is not obtainable or if a majority 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 (C) by the members, or (D) by the Court of Common Pleas of a county where all or any part of the development is located or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (D) of this Section 6.06 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the members under division (C) of this Section 6.06]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the members under division (C) of this Section 6.06 shall be evidenced in rebuttal of the presumption recited in Section 6.01, or the determination of the Association in Section 6.02. Any determination made by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the members under division (C) of this section 6.06 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 6.07. Expenses (including, without limitation, attorney's fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 6.01 or 6.02 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the Director, Officer, employee, agent, or volunteer promptly as such expenses are incurred by him or her, but only if such Director, Officer, employee, agent, or volunteer shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he or she shall not have been successful on the merits or otherwise:

(A) if it shall ultimately be determined as provided in Section 6.06 that he or she is not entitled to be indemnified by the Association as provided under Section 6.01 (for Directors, Officers, or employees), or 6.02 (for agents, or volunteers); or

(B) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association, unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he or she is fairly and reasonably entitled to all or part of such indemnification.

Section 6.08. The indemnification provided by this Article Six shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of members or disinterested Directors, or otherwise, both as to action in his or her 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 or Officer of the Association and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 6.09. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a Director, Officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and 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 obligation or the power to indemnify him or her against such liability under the provisions of this Article Six. Insurance may be purchased from or maintained with a person or entity in which the Association has a financial interest.

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Section 6.10. For purposes of this Article Six, and as examples and not by way of limitation:

(A) A person claiming indemnification under this Article Six shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01,or 6.02, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 6.01, or 6.02 or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against him or her, without a conviction of him or her, without the imposition of a fine upon him or her and without his or her payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against him or her or otherwise results in a vindication of him or her);

(B) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Director, Officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, Officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meaning of that term as used in this Article Six; and

(C) The term "volunteer" shall mean a Director, Officer or agent of the Association, or another person associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article Six, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest perquisites.

Section 6.11. Any action, suit or proceeding to determine a claim for indemnification under this Article Six may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of an Ohio county where all or any part of the Development is located. The Association and (by claiming such indemnification) each such person consent to the exercise of jurisdiction over its or his or her person by the Court of Common Pleas of the Ohio county where all or any part of the Development is located in any such action, suit or proceeding.

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ARTICLE VII

NOTICES AND DEMANDS

Section 7.01. Any notice or demand which is required to be given or delivered to or served upon a member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or mailed to him at his address as it appears on the records of the Association.

Section 7.02. In computing the period of time for the giving of a notice required or permitted under the Articles, this Code of Regulations or a resolution of the members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE VIII

AMENDMENTS

Section 8.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting members held for that purpose or in a vote conducted by mail by the affirmative vote of those members entitled to exercise not less than sixty-seven percent of the total voting power of the members.

Section 8.02. This Code of Regulations also may be deemed to be Bylaws to the extent such reference is made in any deed.

ARTICLE IX

DURATION

Section 9.01. The Association shall exist so long as the Subdivision exists, and no longer.