DO NOT DETACH



Instrument Number: 202211290161878
Recorded Date: 11/29/2022 10:24:32 AM



Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
http://Recorder.FranklinCountyOhio.gov
Recorder@FranklinCountyOhio.gov

Return To (Mail Envelope):
KAMAN & CUSIMANO

Mail Envelope

Transaction Number: T20220113797
Document Type: DECLARATION
Document Page Count: 20

Submitted By (Mail):
KAMAN & CUSIMANO

Mail

First Grantor:
STILSON VILLAGE ASSN

First Grantee:
STILSON VILLAGE HOMEOWNERS ASSN

Fees:	
Document Recording Fee:	$34.00
Additional Pages Fee:	$144.00
Marginal Reference Fee:	$24.00
Total Fees:	$202.00
Amount Paid:	$202.00
Amount Due:	$0.00

Instrument Number: 202211290161878
Recorded Date: 11/29/2022 10:24:32 AM

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

20/6
21

TRANSFER
NOT NECESSARY

NOV 2 8 2022

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

AMENDMENTS TO THE DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESMENT LIENS

FOR

STILSON VILLAGE HOMEOWNERS ASSOCIATION

AND

THE BYLAWS OF THE STILSON VILLAGE HOMEOWNERS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESMENT LIENS FOR STILSON VILLAGE HOMEOWNERS ASSOCIATION RECORDED AT INSTRUMENT NO. 198503270073704, AS AMENDED AT INSTRUMENT NO. 198807250127952, AS AMENDED AT INSTRUMENT NO. 198606300119041, AS AMENDED AT INSTRUMENT NO. 200502250034265, AND AS FURTHER AMENDED AT INSTRUMENT NO. 201306280109237, AND THE BYLAWS OF THE STILSON VILLAGE HOMEOWNERS ASSOCIATION AS RECORDED AT INSTRUMENT NO. 202211140156634, OF THE FRANKLIN COUNTY RECORDS.

AMENDMENTS TO THE DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESMENT LIENS FOR STILSON VILLAGE HOMEOWNERS ASSOCIATION AND THE BYLAWS OF STILSON VILLAGE HOMEOWNERS ASSOCIATION

RECITALS

A. The Declaration of Covenants, Easements, Restrictions and Assesment Liens for Stilson Village Homeowners Association (the "Declaration") was recorded at Franklin County Records, Instrument No. 198503270073704, amended at Instrument No. 198606300119041, amended at Instrument No. 198807250127952, amended at Instrument No.200502250034265, and further amended at Instrument No. 201306280109237. The Bylaws of Stilson Village Homeowners Association (the "Bylaws") of the Declaration, were recorded at Franklin County Records, Instrument No. 202211140156634.

B. The Stilson Village Association (the "Association") is a corporation consisting of all Owners in Stilson Village and as such is the representative of all Owners.

C. Declaration Article II, Section F, Paragraph 5 authorizes amendments to the Declaration and Bylaws Article XI authorizes amendments to the Bylaws.

D. Owners representing at least two-thirds of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments").

E. As of November 16, 2022, Owners representing 68.4 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments A and C and authorizing the Association's officers to execute Amendments A and C on their behalf.

F. As of November 16, 2022, Owners representing 73.6 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association's officers to execute Amendment B on their behalf.

G. As of November 16, 2022, Owners representing 66.7 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment D and authorizing the Association's officers to execute Amendment D on their behalf.

H. As of November 16, 2022, Owners representing 71.9 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments E and G and authorizing the Association's officers to execute Amendments E and G on their behalf.

I. As of November 16, 2022, Owners representing 70.2 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment F and authorizing the Association's officers to execute Amendment F on their behalf.

J. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by the Declaration and Bylaws, in all material respects.

AMENDMENTS

The Declaration of Covenants, Easements, Restrictions and Assesment Liens for Stilson Village Homeowners Association and the Bylaws of Stilson Village Homeowners Association are amended by the following:

AMENDMENT A

DELETE DECLARATION ARTICLE II, SECTION (A) entitled, "TERM," in its entirety. Said deletion to be taken from the Declaration, as recorded at Franklin County Records, Instrument No. 201306280109237.

INSERT a new DECLARATION ARTICLE II, SECTION (A) entitled, "TERM." Said new addition, to be added to the Declaration, as recorded at Franklin County Records, Instrument No. 201306280109237, is as follows:

> (A) TERM:
>
> **Each of the provisions of the Covenants, Easements Restrictions, and Assessment Liens created by this Declaration will be perpetual unless amended in accordance with the provisions of Declaration Article II, Section (F), Paragraph 5 below.**

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment removing the expiration date on the Declaration's restrictions. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must

be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE I, SECTION (S) entitled, "OCCUPANCY RESTRICTION." Said new addition, to be added to the Declaration, as recorded at Franklin County Records, Instrument No. 201306280109237, is as follows:

(S) OCCUPANCY RESTRICTION:

A person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Lot, including the dwelling unit on the Lot, and from remaining in or on the Subdivision for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, occupant, or visitor of any Unit Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Lots. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE I, SECTION (T) entitled, "LEASING OF LOTS." Said new addition, to be added to the Declaration, as recorded at Franklin County Records, Instrument No. 201306280109237, is as follows:

T. LEASING OF LOTS:

To create a community of resident Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and preserve property values and well-being of Owners, no Lot, including the dwelling unit located on the Lot, can be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to the following:

1. The above prohibition does not apply to:

   a. Lots that are occupied by the parent(s) or child(ren) of the Owner; or,

   b. Lots that are leased or rented to a third party by the Owner of the Lot as of the date this amendment is recorded with the Franklin County Recorder's Office, and which the Owner has registered with the Association as a "leased Lot" (referred to as "Exempt Lots") within 90 days of the recording of this amendment; an Exempt Lot may continue to be leased until titled ownership of the Lot is transferred to a subsequent Owner; upon the date of title transfer, the Lot is no longer an Exempt Lot and is no longer excepted from this lease prohibition; or,

   c. Lots that meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner has the right to lease their Lot, including the dwelling unit, to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in sub-sections 2, 3, 4, and 5 below (referred to as "Hardship Lots"). To exercise this right:

      i. the Owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;

      ii. the Owner may not be more than 60 days delinquent in payment of any assessment or other amount due to the Association. If the Owner is more than 60 days past due in any payment, the Owner will request from the

Board a one-time hardship exception and will not lease the Lot until the Board approves the request.

2. Exempt Lots or Hardship Lots are subject to the following conditions and restrictions:

   a. Lease terms must be for 12 full, consecutive calendar months;

   b. Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;

   c. No Lot may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

   d. No Lot, including the dwelling unit, may be sub-leased, sublet, or rented by a tenant;

   e. No individual room, part, or sub-part of any Unit may be leased, let, or rented;

   f. The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full;

   g. The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations;

   h. When an Owner leases their Lot, the Owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property;

i. In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by any occupant of the Lot, including the dwelling unit, or the Owner of the Lot. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the Owner and the Lot's account and is a lien against that Lot.

3. Any land contract must be recorded with the Franklin County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this sub-section 3 is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section 3 is considered the Owner of the Lot for all purposes and obligations under this Declaration, the Bylaws, and the Rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

4. Whenever any Lot is owned by a corporation, partnership, trust, or other entity, the Owner, through its officers or agents (i.e. president or chief executive officer, partner, or trustee), must designate in writing one particular person or family that is entitled to occupy the Lot. The designated person or family must be an employee of or have an ownership or legal interest (e.g. by being a named beneficiary of the trust), in the entity owning the Lot. Only the designated person or family, its care-givers, co-habitants, and guests may use the Lot. To the extent permitted by law, this requirement is also intended to prevent the purchase and use of any Lot for corporate housing, or as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility.

5. The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Declaration Article

I, Section (T) and in furtherance of the preservation of Stilson Village as an owner-occupied community and against the leasing of Lots for investment or other purposes. The Board has full power and authority to deny the occupancy of any Lot, including the dwelling unit, by any Person or family if the Board, in its sole discretion, determines that the Owner of the Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Declaration Article I, Section (T).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Lots, including the dwelling unit. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT D

MODIFY DECLARATION ARTICLE I, SECTION (D), PARAGRAPH 1. Said modification, to be made to the Declaration, as recorded at Franklin County Records, Instrument No. 201306280109237, is as follows (deleted language is crossed-out; new language is underlined):

1. All ~~fences or~~ decks are to be constructed of wood or wood-like composite material and stained to blend with the trim color of the house. All fences are to be constructed of either black wrought iron style, wood, or wood-like composite material and stained to blend with the trim color of the house. Fences or decks ~~They~~ must be within the building line. Six-foot backyard privacy fences may be constructed in accordance with the preceding materials requirements only within the building line with the exception of those pre-existing units grandfathered when these rules were originally drafted. In reviewing proposed fence plans, the Directors ~~shall~~ will contact property owners sharing the new or modified fence lines as part of their deliberative process.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this modifying this restriction on the types of permitted fences to allow black, wrought iron fences. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of

record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT E

INSERT a new DECLARATION ARTICLE IV entitled, "NOTICES AND OTHER ACTIONS AND COMMUNICATIONS." Said new addition, to be added to the Declaration, as recorded at Franklin County Records, Instrument No. 201306280109237, is as follows:

ARTICLE IV

NOTICES AND OTHER ACTIONS AND COMMUNICATIONS:

For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

(A) SERVICE OF NOTICES ON THE ASSOCIATION:

All notices required or permitted by the Declaration or Bylaws, to the Association, must be made in writing and sent either:

1. by regular U.S. mail, first-class postage prepaid, or

2. delivered using electronic mail to the Board President, to any two other Directors, to the Association at the address of the Subdivision, to the Association's manager or management company, if any, the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners. An electronic mail or transmission technology to the Association is not considered delivered and effective if the transmission to the Association fails two consecutive times, e.g. the person receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Association becomes known to the person sending the transmission. If the electronic mail or transmission is not delivered or effective, the notice or other communication to the

Association must be sent by regular U.S. mail, first class postage prepaid.

(B) SERVICE OF NOTICES ON OWNERS:

All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

1. personally delivered to the Owner;

2. placed under or attached to the front or main entry door of the Owner's dwelling unit;

3. sent by regular U.S. mail, first-class postage prepaid, to the Owner's Lot address or to another address the Owner designates in writing to the Board; or

4. delivered in accordance with subparagraph (C) below. If there is more than one person owning a single Lot, a notice given to any one of those several persons is deemed to have been given personally to all of the persons owning an interest in the Lot

(C) NEW COMMUNICATION TECHNOLOGIES:

1. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in subparagraphs (A) and (B) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

   (i) any notice required in the Declaration or Bylaws to be sent or received;

   (ii) any signature, vote, consent, or approval required to be obtained; and

(iii) any payment required to be made by the Declaration or Bylaws.

2. The use of electronic mail or other transmission technology is subject to the following:

(i) The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in subparagraph (B)(1)-(3) above.

(ii) For voting on matters, the Association may provide for voting by electronic mail or other transmission technology. However, voting for the election of Directors can be conducted by electronic transmission or electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

(iii) An electronic mail or transmission technology to a 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 transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner by either of the methods identified in subparagraph (B)(1)-(3) above.

DELETE BYLAWS ARTICLE III, SECTION 6 entitled, "Notice of Meetings," in its entirety. Said deletion to be taken from the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634.

INSERT a new BYLAWS ARTICLE III, SECTION 6 entitled, "Notice of Meetings." Said new addition, to be added to the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634, is as follows:

> Section 6. Notice of Meetings. Written notice of each meeting of the members will be given by, or at the direction of, the secretary or person authorized to call the meeting, delivered in accordance with the methods of delivery permitted in accordance with the Declaration and these Bylaws at least fifteen days before the meeting, to each member entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, and in the case of a special meeting, the specific purposes of the meeting, and in the case of special meetings called by the members, the specific motion or motions (other than procedural) to be voted upon.
>
> If the meeting is held via Authorized Communications Equipment, the meeting notice must include any pertinent information that is necessary to allow the member to participate at the meeting via the Authorized Communications Equipment. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of the member.

MODIFY BYLAWS ARTICLE III, SECTION 7 entitled, "Quorum." Said modification, to be made to the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634, is as follows (deleted language is crossed-out; new language is underlined):

> Section 7. Quorum. The members present, in person or by proxy, at any duly called and noticed <u>meeting</u> of members <u>providing for physical, in person attendance or that attend by using the method of Authorized Communications Equipment, approved by the Board for meetings that are held via Authorized Communications Equipment,</u> ~~shall~~ constitute<u>s</u> a quorum for ~~such~~ <u>the</u> meeting. <u>Ballots submitted via mail or by Electronic Voting Technology, as defined in Bylaws Article III, Section 8, also will count that Lot towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the</u>

person attending, either in person or by Authorized Communications Equipment, is eligible to vote and to maintain a record of any vote.

DELETE BYLAWS ARTICLE III, SECTION 8 entitled, "Proxies," in its entirety. Said deletion to be taken from the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634.

INSERT a new BYLAWS ARTICLE III, SECTION 8 entitled, "Voting Methods." Said new addition, to be added to the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634, is as follows:

Section 8. Voting Methods. Depending on the conduct of the meeting, as determined by the Board in accordance with Bylaws Article III, Section 11, as amended, voting will be conducted via one of the following methods:

(a) Voting in Person or by Proxy. For meetings that are held in person and provide for physical attendance, members may vote in person or by proxy. The person appointed as proxy need not be a member of the Association. Each proxy will be executed in writing by the member entitled to vote and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Lot by the member.

(b) Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting member's intent to cast a ballot on a matter in the way identified by the member, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the members no later than the date the meeting notice is sent to the members in accordance with Bylaws Article III, Section 6, as amended. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the member were physically present.

(c) Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, the Board may decide that voting will be conducted either in person or by proxy, as provided for in this Bylaws Article III, Section 8(a) above, by mail or Electronic Voting Technology as provided for in this Bylaws Article III, Section 8(b) above, or any combination of all voting methods permitted in this Section 8.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in will be held invalid. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are Common Expenses. The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

MODIFY BYLAWS ARTICLE III, SECTION 10 entitled, "Action In Writing Without Calling a Meeting." Said modification, to be made to the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634, is as follows (deleted language is crossed-out; new language is underlined):

Section 10. Action In Writing Without Calling A Meeting. Any action that could be taken by members at a meeting (except the election or removal of Directors) may be taken without a meeting in accordance with the voting methods in Bylaws Article III, Section 8, as amended ~~with the affirmative vote or approval, and in writing or writings of members having not less than two-thirds (2/3) of the voting power of members~~. All voting records will be filed with the Association.

INSERT a new BYLAWS ARTICLE III, SECTION 11 entitled, "Conduct of Meetings." Said new addition, to be added to the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634, is as follows:

Section 11. Conduct of Meetings. Prior to the meeting notice being sent to the Owners in accordance with Bylaws Article III, Section 6, as amended, the Board will determine whether the meeting will be conducted physically so that the Owners may attend in person, if the meeting will be conducted by the use of Authorized Communications Equipment, or a combination of both methods.

If Authorized Communications Equipment is employed, the attendees must have the ability to communicate with the other participants to indicate their motion, vote, or statement, provided that the chair or moderator moderating the meeting may silence or mute the Authorized Communications Equipment unless the Owner is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment. The Board must document in the Board's meeting minutes the reason or purpose for conducting the meeting using Authorized Communications Equipment when meetings are not conducted in person.

DELETE BYLAWS ARTICLE IV, SECTION 3 entitled, "Nomination," in its entirety. Said deletion to be taken from the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634.

INSERT a new BYLAWS ARTICLE IV, SECTION 3 entitled, "Nominations." Said new addition, to be added to the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634, is as follows:

Section 3. Nominations. Nominations for the election of Directors to be elected by the members will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself; there will be no nominations from the floor. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements as set forth in these Bylaws, as amended. Any member may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that member if that member satisfies all the qualifications to be a Director. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional member(s) to be elected prior to the ballots being sent to the members so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all members and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent in accordance with Bylaws Article III, Section 6, as amended, so that the voting information containing all the candidates' names and an informational sheet, within size limitations

determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the members no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or rules necessary to establish processes and deadlines in accordance with this nominations provision.

DELETE BYLAWS ARTICLE IV, SECTION 4 entitled, "Election," in its entirety. Said deletion to be taken from the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634.

INSERT a new BYLAWS ARTICLE IV, SECTION 4 entitled, "Election of Directors." Said new addition, to be added to the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634, is as follows:

Section 4. Election of Directors. Unless there are no more nominees than vacancies, election to the Board by the Owners is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board pursuant to Bylaws Article III, Section 8, as amended. The Association is not required to distribute ballots to the Owners via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt rules and safeguards to determine a method by which the secrecy of the ballots are maintained for those members while also maintaining the integrity of the voting process to ensure each member has only exercised their allotted vote once so that any other individuals can only identify that a Lot has voted, and not how a Lot has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for election and list the names of all of the nominated candidates.

If voting by mail, ballots must be submitted within dual envelopes. One of the two envelopes must contain the ballot itself, the "Ballot Envelope." The Ballot Envelope need not be signed. The second envelope must contain the Ballot Envelope and the ballot, the "Signature Envelope." The Signature Envelope must be signed by the member(s) voting, and will be used as a record of receipt of the member's ballot as well as to determine quorum. If the Signature Envelope is not signed by the member(s), the ballot in the Ballot Envelope will not be counted.

For the election of Directors, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving

the largest number of votes will be elected. Unless the nominated candidates who have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting.

The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all members within a reasonable time after the meeting.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law, establishing a method to use mail-in and electronic ballots for voting purposes, and permitting meetings to be conducted utilizing Authorized Communications Equipment. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT F

INSERT the FOLLOWING PARAGRAPHS to the end of BYLAWS ARTICLE IV, SECTION 1. Said new addition, to be added to the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634, is as follows:

Each Director must be an Owner or the spouse of an Owner, provided that 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 to serve on the Board of Directors. In addition, a trustee or a qualified beneficiary of a trust which owns the Lot is also eligible to serve as a Director.

The majority of the Board may not consist of the Owners or representatives from the same Lot unless authorized by a resolution adopted by the Board prior to the majority being comprised of Owners or representatives from the same Lot.

Directors must be in good standing. "Good standing" means the Director is not an adverse party in any litigation involving one or more of the following parties: the Association, the Board or any Director (in that member's capacity as a Director). Good standing also requires that the Director not be more than 60 days delinquent in the payment of any fees or assessments owed to the Association. Any current Director not in good standing, as defined in this Section, at the time this amendment is recorded with the Franklin County Recorder has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors.

INSERT a NEW PARAGRAPH to the end of BYLAWS ARTICLE IV, SECTION 2. Said new addition, to be added to the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634, is as follows:

In addition, 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 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 no longer a member in good standing as defined in Bylaws Article IV, Section 1, as amended;

(e) the Director is physically incapacitated in a manner that prohibits the Director for voting or participating in Board meetings; or

(f) the Director fails to attend three consecutive meetings.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the qualifications and removal of Directors. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT G

INSERT the FOLLOWING PARAGRAPHS to the end of BYLAWS ARTICLE IV, SECTION 1. Said new addition, to be added to the Bylaws, as recorded at Franklin County Records, Instrument No. 202211140156634, is as follows:

> At the annual meeting following the passage of this amendment, the Owners will elect three Directors. The candidate receiving the greatest number of votes will be elected to serve a 3-year term. The candidate receiving the 2nd greatest number of votes will be elected to serve a 2-year term. The candidate receiving the 3rd greatest number of votes will be elected to serve a 1-year term. This is to establish staggered elections with a 1-1-1 rotation. Notwithstanding the foregoing, if at the next annual meeting there are the same number of nominated candidates as Director positions available (i.e. there are only 3 nominated candidates and there are 3 Director positions available), then the candidates may mutually agree amongst themselves who will serve the longest term; however, if they are unable to agree, then a vote must proceed as required by this Section to determine which candidate will serve the longest term.
>
> Upon the expiration of the terms of each Director as elected above, a successor, and all future Directors, will be elected to serve a term of three years. The terms will be staggered so that at least 1/3rd of the Board terms will expire annually, and a 1-1-1 rotation is maintained at all times.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment providing for Director terms of three years each with staggered 1-1-1 elections. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Stilson Village Association has caused the execution of this instrument this 18th day of November, 2022.

STILSON VILLAGE ASSOCIATION

By: _____
HAROLD DOUGLASS, President

STATE OF OHIO)
) SS
COUNTY OF Franklin)

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

I have set my hand and official seal this 18th day of November, 2022.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARIAL SEAL STATE OF OHIO

JOHN A. IZZO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 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

DO NOT DETACH

Instrument Number: 202211140156634
Recorded Date: 11/14/2022 2:04:51 PM

Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
http://Recorder.FranklinCountyOhio.gov
Recorder@FranklinCountyOhio.gov

Return To (Mail Envelope):
KAMAN & CUSIMANO LLC

Mail Envelope

Transaction Number: T20220110220
Document Type: DECLARATION
Document Page Count: 11

Submitted By (Mail):
KAMAN & CUSIMANO LLC

Mail

First Grantor:
STILSON VILLAGE ASSN

First Grantee:
STILSON VILLAGE HOMEOWNERS ASSN

Fees:	
Document Recording Fee:	$34.00
Additional Pages Fee:	$72.00
Marginal Reference Fee:	$4.00
Total Fees:	$110.00
Amount Paid:	$110.00
Amount Due:	$0.00

Instrument Number: 202211140156634
Recorded Date: 11/14/2022 2:04:51 PM

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFER
NOT NECESSARY

NOV 14 2022

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

M MD

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

RECORDING OF

BYLAWS

(ALSO KNOWN AS CODE OF REGULATIONS)

OF

THE STILSON VILLAGE HOMEOWNERS ASSOCIATION

PLEASE CROSS MARGINAL REFERENCE WITH THE STILSON VILLAGE HOMEOWNERS ASSOCIATION DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESMENT LIENS RECORDED AT INSTRUMENT NO. 201306280109237 OF THE FRANKLIN COUNTY RECORDS.

BYLAWS
(ALSO KNOWN AS CODE OF REGULATIONS)
OF
THE STILSON VILLAGE HOMEOWNERS ASSOCIATION

RECITALS

A. The Stilson Village Association ("Association") was created about March 20, 1985, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State.

B. The Association is a corporation consisting of all Owners in Stilson Village and as such is the representative of all Owners.

C. The Association's principal purpose is to maintain and operate the real and personal property the Association owns that is part of the Stilson Village development located in Columbus, Ohio, for the use and benefit of the Association members in accordance with the terms and provisions of the Stilson Village Homeowners Association Declaration of Covenants, Easements, Restrictions and Assesment Liens, which were filed for record at Instrument No. 201306280109237 of the Franklin County Records.

D. Upon the filing of the Articles of Incorporation, the Association's Incorporators created and adopted the Code of Regulations of The Stilson Village Homeowners Association (the "Bylaws") for conducting the Association's affairs, but did not file the Bylaws for record with the Franklin County Records.

E. 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.

F. The properly approved and adopted Bylaws are attached to and made a part of this document filing.

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

AMENDMENT

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 Franklin County Recorder's Office.

The Stilson Village Association has caused the execution of this instrument this 2nd day of November, 2022.

STILSON VILLAGE ASSOCIATION

By: Harold A. Douglass
HAROLD A. DOUGLASS, President

By: Cindy L. Speth
Cindy P. Speth, **Member At Large**
(Print Name)

STATE OF OHIO)
) **SS**
COUNTY OF Franklin)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Stilson Village Association, by its President and its Member At Large, who acknowledged that they did sign the foregoing instrument, on Page 3 of 4, and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

I have set my hand and official seal this 2nd day of November, 2022.

NOTARY PUBLIC

Please place notary stamp/seal here:



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

CODE OF REGULATIONS OF THE STILSON VILLAGE HOMEOWNERS ASSOCIATION

ARTICLE I

Definitions

All of the terms used herein shall have the same meanings as set forth in the Declaration of Covenants, Easements, Restrictions and Assessment Liens recorded in the Franklin County, Ohio, Recorder's Office, with respect to the real property described therein, as that Declaration may be lawfully amended from time to time.

ARTICLE II

Name and Location

The name of the Association is Stilson Village Association. The principal office of the Association shall be as provided by the Articles.

ARTICLE III

Members

Section 1. Composition. Each lot owner, as defined in the Declaration.

Section 2. Privileges of Membership. Membership shall entitle the holder thereof, or its representative in the event that the member is not an individual or individuals, to all the privileges of membership, including the rights to vote and to hold office in accordance with the provisions hereof; to have free access to all facilities; and to invite guests in accordance with the provisions hereof. Persons in the family of a member who live with the member, tenants in possession of a Lot and persons in the family of a tenant in possession of a Lot who live with such tenant, but who are not themselves members, shall have all privileges of membership, except that they shall not have the right to vote or to hold office. Any person entitled to membership shall make such fact known to the Association. Until such fact is made known to the Association, the member may not vote, receive notice of meetings, nor enjoy any other privileges or benefits of membership.

Sections 1, 2, and 3. Voting Rights. The record owner of any Lot shall have one vote for each Lot owned by such owner. If more than one person or entity owns any single Lot, then the owners shall determine, among themselves, who shall be entitled to exercise the single vote for each Lot. If the owners of any Lot cannot jointly agree as to which of them shall be entitled to exercise the vote attributable to that Lot, then the right to vote shall be forfeited until such time as the owners designate which of them shall exercise such vote.

Section 4, Annual Meetings. Regular annual meetings of the members shall be held in the third calendar quarter of each year hereafter, on a date, at an hour, and at a location in Franklin County, Ohio, established, from time to time, by the Trustees.

Section 5, Special Meetings. Special meetings of the members may be called at any time by the Trustees or upon written request of members entitled to exercise one-fourth (1/4) or more of the voting power of members, and shall be held on such date, at such hour, and at such location within Franklin County as specified by the person calling the meeting.

Section 6, Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the person or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five days before the meeting. The notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 7, Quorum. The members present, in person or by proxy, at any duly called and noticed meeting of members, shall constitute a quorum for such meeting.

Section 8, Proxies. At any meeting of members a member may vote, in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a member of his, her, or its Lot.

Section 9, Voting Power. Except as otherwise provided herein, in the Articles or in the Declaration, or by law, a majority of the voting power of members voting on any matter that may be determined by the members at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of members except as otherwise specifically provided herein or in the aforesaid documents.

Section 10. Action in Writing Without calling a Meeting. Any action that could be taken by members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of members having not less than two-thirds (2/3) of the voting power of members.

ARTICLE IV

Board of Trustees

Section 1. Trustees. At the annual meeting the members shall elect three Trustees.

Section 2. Removal. Any trustee may be removed from the Board, with or without cause, by a majority vote of the members. In the event of death, resignation, or removal of a trustee, without the election of a successor trustee at the same meeting, that trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of members, when a trustee shall be elected.

Sections 1, 2, and 3. Nomination. Nominations for the election of Trustees to be elected by the members shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board, and two or more members appointed by the Board. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 4. Election. Election to the Board by the members shall be by secret written ballot. At such elections the members or their proxies may exercise, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5, Compensation. Unless otherwise determined by the members at a meeting duly called and noticed for such purpose, no trustee shall receive compensation for any service rendered to the Association as a trustee. However, any trustee may be reimbursed for his, her, or its actual expenses incurred in the performance of duties.

Section 6. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 7. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two Trustees, after not less than three days' notice to each trustee.

Section 8. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to exercise a majority of the voting power of Trustees, shall constitute a quorum for such meeting.

Section 9. Voting Power. Except as otherwise provided in the Declaration or Articles, or by law, vote of a majority of the Trustees voting on any matter that may be determined by the Trustees at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 10. Action In Writing Without A Meeting. Any action that could be taken by Trustees at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 11, Powers. The Board shall exercise all powers and authority, under law, and under the provisions hereof and of the Articles of Declaration, that are not specifically and

exclusively reserved to the Lot owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with all requirements of law, this Code, the Declaration and the Articles;

(b) obtain insurance coverage, and cause officers and employees having fiscal responsibilities to be bonded, as the Board deems appropriate;

(c) enforce the covenants, conditions, and restrictions set forth in the Declaration;

(c) maintain the Open Space and improvements thereon;

(e) establish, enforce, levy and collect assessments as provided in the Declaration;

(f) adopt and publish rules and regulations governing the use of the Open Space and the personal conduct of Lot owners and their guests thereon, and establish penalties for the infraction thereof;

(g) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provision of the Declaration);

(h) declare the office of a member of the Board to be vacant in the event such trustee shall be absent from three consecutive regular meetings of the Board;

(i) authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the Association's affairs; and

(j) do all things and take all actions permitted to be taken by the Association by law, hereby, or by the Articles or Declaration, not specifically reserved thereby to others.

Section 12. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when such statement is requested in writing by members representing one-half (1/2) or more of the voting power of members;

(b) supervise all officers, agents, and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of assessments against each Lot as provided therein;

(ii) give written notice of each assessment to every member subject thereto within the time limits set forth therein; and

(iii) foreclose the lien against any Lot for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the members personally obligated to pay the same, or both:

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(e) keep the improvements erected on the open Space insured against loss by fire and other hazards, and, if the Board deems it desirable, maintain liability insurance in such amount as is deemed sufficient by the Board;

(f) cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declaration;

(g) cause the restrictions created by the Declaration to be enforced; and

(h) take all other actions required to comply with all requirements of law, the Articles, and the Declaration.

ARTICLE V

Officers

Section, 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer, and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a trustee. The same person may hold more than one office.

Section 2. Selection and Term. The officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Sections 1, 2, and 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or any [any] later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be such duties as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows.

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages deeds, and other written agreements.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the members, serve notice of meetings of the Board and of the members, and keep appropriate current records showing the names of members of the Association, together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the Lot owners at the annual meeting, and deliver or mail a copy of each to each of the Lot owners.

ARTICLE VI

Committees

The Board shall appoint nominating committees, as it deems appropriate in carrying out its purposes.

ARTICLE VII

Guests

Guests of members, when and only when accompanied by a member, shall be entitled to use of any facilities located on the property owned by the Association, subject to such fees, rules and regulations as may be adopted by the Board.

ARTICLE VIII

Books and Records

The books, records, and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by members and the holders and insurers of first mortgages on Lots. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available

for inspection by members, lenders and their insurers, and prospective purchasers, current copies of the Association's organization documents and its rules and regulations.

ARTICLE IX

Audits

Upon written request to the Association by an institutional first mortgagee of a Lot, or its insurer, or by vote of the holders of a majority of the voting power of members, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE X

Fiscal Year

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE XI

Amendments

Any modification or amendment of this Code shall be made only in the manner and subject to the approvals, terms, and conditions set forth in the Articles.

IN TESTIMONY WHEREOF, the undersigned and the members of the Association, have caused this Code as amended in accordance with the provisions of this Code to be duly adopted on and as of the 28th day of June 2013.

George H. Yeager, Trustee, President

John Schultz, Trustee

Sam Lewis, Trustee

URVI RATHOD
Notary Public, State of Ohio
My Commission Expires Jan. 14, 2017