

BYLAWS OF CARRINGTON WOODS
HOMEOWNERS' ASSOCIATION, INC.

RECITALS:

1. _____, an Ohio limited liability company, as the "Declarant," ("Declarant") has filed and/or may hereafter file with Wood County, Ohio Recorder, a Declaration of Restrictions ("Declaration"), for "Carrington Woods Homeowners' Association," a residential development in Perrysburg Township, Wood County, Ohio ("Development").

2. The Declaration provided Declarant's establishment of a homeowners' association for the governance of the Development as set forth therein.

3. Declarant has incorporated Carrington Woods Homeowners' Association, Inc., an Ohio non-profit corporation ("Association"), as the homeowners' association for the Development. A copy of the Association's Article of Incorporation (Articles) is filed with the Ohio Secretary of State.

4. _____, _____, and _____ are presently serving as the founding Trustees of the Board of Trustees for the Association, ("Trustees").

5. Pursuant to and in accordance with the Declaration, Declarant and the Trustees are establishing these Bylaws of the Association.

6. These Bylaws shall together with the terms and conditions of the Declaration serve as the code of regulations for the Association.

7. The Declaration is incorporated herein by reference and is made part hereof for all purposes; including, without limitation, all defined terms contained therein.

ARTICLE I
THE ASSOCIATION

Section 1. Name of Association. The Association shall be an Ohio non-profit corporation and shall be called Carrington Woods Homeowners' Association, Inc.

Section 2. Membership. There shall be one (1) membership in the Association for each owner of a Lot within the Development. If a Lot is owned of record by two (2) or more persons, whether fiduciaries, joint tenants, tenants-in-common or otherwise in a form of joint or common ownership, then the multiple

Owners shall either 1) select and designate one (1) such Owner to serve and act as the designated member and to qualify for voting privileges. Each Lot Owner(s) will notify the Association in writing of the name of such designee, (“Designated Member”). The Designated Member shall be included within the term “Member” or “Members” within and for all purposes of these Bylaws. Ownership of a Lot shall be the sole qualification for Membership. Membership will terminate when the Owner(s) transfer ownership of the Lot of record, at which time the Membership will pass to the new Owner(s).

Section 3. Membership Not Transferable. Except as provided herein or in the

Declaration, membership in the Association shall not be transferable. The membership in the Association of each Member shall terminate upon a sale, transfer or other disposition of the Member’s ownership interest in the Lot, accomplished in accordance with the provisions of the Declaration. All rights and privileges of a Member in the Association shall cease on the termination of such Lot ownership and, thereupon, the membership of such respective Owner in the Association shall automatically transfer to and vest in the new succeeding Owner. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.

Section 4. Voting Rights of Members. Subject to the provisions set forth below and to the provisions of the Declaration, each member (or Designated Member as applicable) will be entitled to cast one (1) vote for each Lot that the member owns and/or for which the Designated Member (as applicable) is acting as the member.

Only Members in good standing shall be entitled to vote in the affairs of the Association at any annual or special meeting thereof. A Member shall be deemed to be in “good standing” and “entitled to vote” if, and only if: (i) at least three (3) days prior to the date fixed for such annual or special meeting, the Member shall have fully paid all assessments made or levied against the Member and all of the Member’s Lot(s) by the Association as hereinafter provided, together with all interest, costs, attorneys’ fees, penalties, and other expenses, if any, properly chargeable to the Member and against the Member’s Lot(s), and (ii) as of the date of the meeting, the Member’s voting rights are not suspended through action taken by the Board, after notice and opportunity for hearing, as a penalty for infraction of the Rules and Regulations or any of the provisions of the Declaration or these Bylaws.

Section 5. Proxies. Members may vote or act in person(s) or by proxy. The person appointed as a proxy need not to be a Member of the Association. Designation by a Member of a proxy to vote or act on the Member(s) behalf shall be made in writing to the Board and shall be revocable at any time by actual

notice to the Board by the Member making such designation. If a Member has designated such Member's first Mortgagee as the Member's proxy under the terms of a first mortgage covering such Member's Lot, the presentation to the Board by a representative of such Mortgagee of a copy of that Mortgage containing such proxy designation shall constitute notice of the designation and, if the Mortgage so constitutes notice of that designation and, if the Mortgage so states, notice that the designation shall continue until such Mortgage has been satisfied or otherwise terminated. Notice to the Board in writing or in open

meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 6. Meeting of Members.

(a) Annual Meeting. The annual meeting of the Members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may be properly brought before the meeting shall be held at a location on Association Property or at such other place upon the Property or at such other place as designated by the Board on a date which also will be specified in notice of such meeting at such time as may be designated by the Board and specified in the notice of the meeting, which notice shall be given as provided in Subsection C of this Section 6 of Article I.

(b) Notices of Meetings. Not less than ten (10) nor more than sixty (60) days before the date fixed for any meeting of the Members of the Association, written notice stating the date, time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is a Member of record as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the respective Members of the Association. Notice of the time, place and purposes of any meetings of the Members of the Association may be waived in writing, either before or after the holding of such meeting, any Member, which writing, shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting, without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by the members of notice of such meeting.

- (c) Special Meetings. Special meetings of the Members of the Association may be held on any business day when called by the President of the Association or by the Board or by Members entitled to cast at least twenty-five (25%) of the votes of the Association. Upon request in writing delivered either in person or by certified mail or registered mail to the President or the Secretary of the Association by any person or persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the Members entitled thereto written notice by personal delivery or by mail, of a meeting to be held on a date not less than ten (10) nor more than sixty (60) days after the receipt of such request as such office may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the Members calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 7:00 p.m. or at such other agreed upon time, and shall be held at a designated location at the Development or at such place as shall be specified in the notice of such meeting. No business other than specified on the call or notice of said meeting shall be considered at any special meeting.
- (d) Quorum – Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Members of the Association, the Members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by the Bylaws. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.
- (e) Actions without a Meeting. All actions, except removal of a Trustee, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of and in a writing or writings signed by members having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be given to all parties who are entitled to notice under Subsection C, of this Section and Article, not less than ten (10) days prior to commencing the circulation of the action for written consent among the Members.
- (f) Order of Business. The order of business at all meetings of members of the Association shall be as follows:

1. Calling of meeting to order.
2. Roll-call.
3. Proof of notice of meeting or waiver of notice.
4. Reading of minutes of preceding meeting.
5. Reports of Officers.
6. Reports of Committees.
7. Election of Trustees (when appropriate).
8. Unfinished and/or old business.
9. New business.
10. Adjournment.

(g) Vote by a Business Entity. The vote of any corporate partnership or trust Member may be cast on its behalf by any officer, partner, or beneficiary of such Member authorized to take such action on behalf of the business entity.

ARTICLE II

BOARD OF TRUSTEES

Section 1. Board of Trustees. The Board of Trustees initially shall be those five (5) persons named as the initial Board pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by the then-existing Lot Owners shall duly nominate and elect Lot Owners to serve as the Board of Trustees, pursuant to the Declaration. The terms of such Trustees shall be five (5) years as to one (1), four (4) years as to one (1), three (3) years as to one (1), two (2) years as to one (1) and one (1) year, respectively, starting with the trustee receiving the most votes having a five-year term, and the Trustee receiving the least votes having a single-year term. Thereafter, each elected Trustee shall serve for a five-year term. As noted above, each Lot Owner in such elections shall be entitled to cast one vote for each Lot owned. There shall be no cumulative voting.

All members of the Board shall be Lot Owners.

Section 2. Nominations. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. At the first organizational meeting of the Association all nominations shall be made from the floor. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of

Trustees not less than one (1) month prior to each annual meeting of the Members and shall serve thereafter until a new Nominating Committee is appointed, unless otherwise provided by the Board or otherwise voluntarily terminated. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Members of the Nominating Committee may be candidates for nomination to the Board of Trustees.

Section 3. Election. Election to the Board by the Members shall be by secret written ballot. At such elections, the Members or their proxies may cast with respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the highest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. Any one (1) or more members of the Board, excepting any Trustees named in the Articles may be removed from the Board, with or without cause, by a three-fourths (3/4) vote of the Members. In the event of death, resignation or removal of a Trustee other than one named in the Articles that Trustee's successor shall be selected by the remaining members of the Board unless the election of a successor Trustee is conducted at that same meeting and shall serve until the next annual meeting, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee.

Any member of the Board may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect delivered to the Secretary or President of the Association. Such resignation shall take effect immediately or at such other time as the resigning member of the Board may specify, and acceptance of such resignation shall not be necessary to make it effective.

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. Organization Meetings. Immediately after each annual meeting of members of the Association, the Board shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 7. 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 8. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, by any two (2) Trustees, or by twenty five percent (25%) of all of the Lot Owners/members after not less than three (3) days' notice to each Trustee and Member. Such notice of the time and place of such meeting shall be given in writing by the person or persons calling the meeting, to each member of the Board either by personal delivery or electronic mail at least thirty-six (36) hours before the meeting, or by mail deposited at least four days prior to the meeting.

Section 9. Quorum. The presence at any duly called and noticed meeting of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Declaration, these Bylaws, the Articles or by law, each Trustee shall be entitled to cast one (1) vote, and the vote of a majority of Trustees voting on any matter that may be determined by the Trustee at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 11. Action in Writing Without 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 writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Articles, these Bylaws, and the Declaration, that are not specifically and exclusively reserved to the Members 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 and/or benefit from all requirements of law, the Articles, the Declaration and these Bylaws;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce and/or benefit from (as applicable) the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve those portions of the Development as are the Association's responsibility under the Declaration;
- (e) establish, enforce, levy and collect Assessments as provided in the Declaration;

- (f) adopt and publish rules and regulations governing the use of any parcel(s) belonging to and/or controlled by the Association and the personal conduct of Members 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 provisions of the Declaration, these Bylaws or the Articles);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one (1) or more management agreements with third parties in order to facilitate the efficient operations of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of these Bylaws, the Articles and the Declaration);
- (j) purchase or lease or otherwise acquire in the name of the Association or its designee (corporate or otherwise) on behalf of all Members, any Lot offered for sale or lease, or Lots subject to foreclosure or other judicial sales;
- (k) do all things and take all actions permitted to be taken by the Association by law, the Declaration, these Bylaws, and the Articles, not specifically reserved thereby to others;
- (l) grant licenses;
- (m) establish and maintain a funded reserve for contingencies and replacements in any amount which it determines, in its sole discretion, to be necessary or advisable and, to the extent that it deems desirable, to create requirements for other reasonable reserves (such as maintenance and repair, working capital, bad debts, and depreciation) and designate trust funds for the benefit of Members of the Association;

- (n) form committees of the Board and/or composed of persons who need not be members of the Board, members of the Association, or Occupants, and delegate to such committees such powers, authority, and responsibilities as the Board may, in the exercise of its sole discretion, determine to be appropriate;
- (o) borrow from any reserve fund established and maintained by it for a maximum period of one hundred and eighty (180) days to fund expenditures authorized in the Declaration or these Bylaws; and,
- (p) borrow from third parties in order to raise working capital for improvements and extraordinary repairs, maintenance, and operational costs.

Section 13. 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, or any special meeting when such statement is requested in writing by Members representing (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:
 - (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(s) 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 Member(s) personally obligated to pay the same, or both;.
- (d) issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;

- (f) at its discretion cause all officers or employees handling Association funds to be bonded;
- (g) cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declaration;
- (h) cause the Declaration to be enforced; and,
- (i) take all other actions required to comply with all requirements of the law, the Articles, the Declaration and these Bylaws.

Section 14. Non-Liability of the Board of Trustees. The members of the Board of Trustees shall not be liable to the Members or to the Association or its Members for any mistake of judgment or for any actions or omissions made in good faith as such Trustees. The Members and the Association and its Members shall indemnify and hold harmless each member of the board of Trustees against all contractual liability to others arising out of contracts made by the Board of Trustees on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration applicable to the Lots or the Property or contrary to the Bylaws of this Association. The liability of any Owner or Member arising out of the aforesaid indemnity shall be limited to such proportion of the total liability as the number of votes held by the Owner relates to the total number of votes held by all Lot Owners.

ARTICLE III

OFFICERS

Section 1. Enumeration of Officers. 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 at the first meeting of the Board of Trustees following each Annual Meeting of the members, and shall serve for a term of one (1) year, unless he or she shall sooner resign, be removed, or otherwise disqualified to serve.

Section 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 the above described 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 at 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 and correspondences.
- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meeting 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, and keep appropriate current records showing the names of Members of the Association together with their addresses, cause to be delivered or mailed a copy of the annual budget to each Member.
- (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 Members at the annual meeting.

ARTICLE IV

COMMITTEES

Section 1. The Board of Trustees may appoint a Nominating Committee as well as any other committee it deems necessary as provided by these Bylaws and/or the Declaration. In addition, the Board

of Trustees may appoint other committees as deemed appropriate in carrying out its purposes.

Section 2. It shall be the duty of the Board of Trustees to act as a Committee of the whole to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such Trustees, officers or Committees of the Association further concerned with the matter presented.

Section 3. The Board of Trustee shall establish and maintain the Architectural Control Committee (“ACC”) as set forth in the Declaration.

ARTICLE V

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. Each Member shall pay Assessments for Expenses, as provided herein and/or in the Declaration to the Association, for the benefit of all of the Members, and the Association shall place the funds so collected in one (1) or more accounts_of the Association (such account or accounts being hereinafter referred to as the “Operation Fund”), and out of the Operation Fund the Association shall arrange and pay for the following:

- (a) Utility Services. The cost of any utility service for any Association real property. The Association reserves the right to levy additional assessments against any Member to reimburse it for excessive use, as shall be determined by the Board of Trustees, by such Member of any utility service having been charged against or to the Operation Fund.
- (b) Casualty Insurance. The premiums upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.
- (c) Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board, the officers, and the Members against any liability to the public or to the Members, and their invitees or tenants, incident to the Development, the Association properties/assets as provided in the Declaration, the limits of which policy or policies shall be reviewed annually.
- (d) Worker’s Compensation. The costs of worker’s compensation insurance to the extent necessary to comply with any applicable law.

(e) Wages and Fees for Services. The fees for services of any person or firm employed by the Association; including, without limitation, the services of a person or firm to act as a manager or managing agent for any Association properties/assets, the services of any person or persons required for the maintenance or operating of any part(s) of the Development under the Association's control, and legal and/or accounting services necessary or proper in the operation of the Association or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association.

(f) Care of Common Areas. The cost of lawn care, snow removal, maintenance, lake maintenance, repair and/or replacements of Association properties/assets of (as applicable) which are to be maintained and repaired by the Association pursuant to the Declaration.

(g) Certain Maintenance of Lots.

- (i) The cost incurred by the Association in connection with any maintenance and/or repair to any Lot or Residence and/or any portion of the development which is the Member's responsibility, which the Association, in its discretion, deems to be necessary, and which maintenance and/or repair the Member has failed or refused to perform within a reasonable time after written notice of the necessity of such maintenance or repair has been delivered to the Member. In such circumstances, the Association shall levy a special assessment against such Member or Members for any such maintenance and/or repair together with other expenses which the Association may have incurred therewith.
- (ii) Provided, however, prior to levying such special assessment, the Board of Trustees shall provide the Member written notice (the "Notice") which includes all of the following:
 - a. A description of the property damage or violation;
 - b. The amount of the proposed change or assessment;
 - c. A statement that the Member has a right to a hearing before the Board to contest the proposed charge or assessment which sets forth the following information:
 - i. The Member shall deliver written notice (the "Member Notice") to the Board not later than ten (10) days after receiving the Notice. If Member fails to deliver the Member Notice, Member's right to a hearing is waived

and the Board may immediately impose a charge for damages or an enforcement assessment.

- ii. If the Member delivers the Member Notice within the ten (10) day timeframe to request a hearing, then at least seven (7) days prior to the hearing, the Board shall provide the Member with a written notice that includes the date, time and location of the hearing (the "Hearing Notice").
 - iii. The Board shall not levy a charge or assessment before holding the hearing requested by Member herein.
 - iv. Within thirty (30) days following the hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Member (the "Assessment Notice").
- d. A reasonable date by which the owner must cure a continuing violation to avoid the proposed charge or assessment.

(h) Additional Expenses. The cost of any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, Expenses or Assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration, these Bylaws and/or by law or which is in the opinion of the Association is necessary or proper for the maintenance and operation of Association properties/assets as a first class real estate development or for the enforcement of the Declaration, these Bylaws and/or any rules and regulations promulgated hereunder.

Section 2. Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the Maintenance Fund any capital additions and improvements (other than for purposes of replacing or restoring portions of Association properties/assets, subject to all the provisions of the Declaration and these Bylaws) having a total cost in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of fifty-one percent (51%) of the voting power of the Association.

Section 3. Contracts with Developer. Anything contained in these Bylaws and the Declaration to the contrary notwithstanding, the Declarant shall not enter into any contract with the Association to provide any services to the Association and/or Association properties/assets which is for a period in excess of one (1) year from and after the date of the Members have assumed control of the Association, unless such management contract or other agreement is renewed and continued by the Association by a

majority vote of the Members, other than the Declarant, duly taken and conducted in accordance with the Bylaws and the Declaration.

Section 4. Rules and Regulations. The Board of Trustees may adopt rules and regulations and the Association, by vote of the Members entitled to exercise a majority of the voting power of the Association, may from time to time supplement, amend and modify such rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Development, and for the health, comfort, safety and general welfare of the Members of the Association. Written notice of such rules and regulations shall be given to all Members. In the event any such rules and regulations shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of the Bylaws shall govern.

Section 5. No Active Business to be Conducted for Profit. The Association shall have no authority to conduct an active business for profit on behalf of its Members or any of them that jeopardizes the non-profit status of the Association; provided; however, that the Association shall have authority to lease or sublease any Lots or residences it may acquire by deed or lease in accordance with the provisions of the Declaration or these Bylaws.

Section 6. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Trustees and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board of Trustees of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

ARTICLE VI

DETERMINATION OF ANY PAYMENT OF COMMON EXPENSES AND ASSESSMENTS

Section 1. Obligation of Members to Pay Assessments and to Make a Contribution to Working Capital. It shall be the duty of every Member to pay the Members' proportionate share of any and all Assessments therefore as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board, as herein provided or as provided in the Declaration. Each Member shall also be obligated to pay all special assessments and other costs and assessments properly chargeable to such Member.

ARTICLE VII
ESTABLISHMENT OF ANNUAL BUDGET

Section 1. Preparation of Estimated Budget. Prior to the beginning of each fiscal year, the Board shall estimate the total amount necessary to pay the cost of management fees, wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all such services in connection with the Development, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacement, and shall notify each Member in writing as to the amount of such estimate, with reasonable itemization thereof. The estimated cash requirements (hereinafter referred to as the "Estimated Cash Requirement") shall be assessed to the Members according to each Member's voting interest as set forth in the Declaration. The Estimated Cash Requirement, as well as the amount of any other Assessments made pursuant to the terms of the Bylaws and Declaration, shall be paid in quarterly amounts on or before the first day of January, April, July and October.

On or before the date of the annual meeting in each calendar year, the Association shall supply to all Members an itemized accounting of the maintenance expenses actually incurred in the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves may be either 1) credited to a reserve fund established by the Board and/or 2) credited pro-rata according to each Member's voting interest to the next quarterly installment for Expenses due from Members under the then current year's estimate, until exhausted, and any net shortage shall be added according to each Member's voting interest to the installments due in the succeeding six (6) months after rendering of the accounting. The annual budget, including the

initial budget of the Association, shall be established on an annual basis. Each Member recognizes that the initial cost for the maintenance and operation of the Development (inclusive of Association property/assets) may be less during the initial operations due to the new condition of the improvements thereon and its partial use and that, thereafter, it is probable that the amount of the quarterly Assessments may increase.

The Board may designate the portion of each Assessment payment made or to be made by each Member as a contribution to capital and/or to the reserve for contingencies and replacements, whichever the case may be.

Section 2. Budget for First Year. The Board of Trustees of the Association, as designated by the Declarant or Developer as provided in Article II, Section 1, shall prepare an Estimated Cash Requirement which will be the basis for determining the amount of the monthly Assessments which each Member shall be obligated to pay.

Section 3. Failure to Prepare Annual Budget. The failure or delay of the Association or Board of Trustees to prepare or serve the annual or adjusted estimate on the Members shall not constitute a waiver or release in any manner of any Member's obligation to pay the Expenses for maintenance costs and necessary reserves or any other charge as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Member shall continue to pay the quarterly Assessments at the existing monthly rate or rates established for the previous period until the first quarterly Assessment payment date which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 4. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Member or any representative of any Member duly authorized in writing, at reasonable times during normal business hours and upon request by a Member or his or her representative. Upon ten (10) days' notice to the Board, any Member shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such a Member.

Section 5. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purpose designated herein, and (except for special assessments as may be levied hereunder against less than all of the Members, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Members in proportion to each Member's voting interest as provided in the Declaration. The Board may, in its sole discretion, take any action which it deems necessary as to the collection, holding, disbursement, or categorization of the reserve funds in order to comply with the provisions of the Internal Revenue Code, U.S. Treasury Regulations issued thereunder, and/or any ruling by the Internal Revenue Service as to the non-inclusion of such funds in the taxable income of the Association.

Section 6. Annual Review. The books of the Association shall be reviewed once a year by the Board, or its assigned agent, and such review shall be completed prior to each annual meeting of the Members.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Service of Notice on the Board of Trustees. Notice required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association either personally or by mail addressed to such member or officer.

Section 2. Service of Notices on Devisees, Heirs-at-Law and Personal Representatives. Notices required to be given to any devisees, heirs-at-law, or personal representative of a deceased Member may be delivered either personally or by mail to such person at his, her or its address appearing on the records of the court wherein the estate of such deceased Member is being administered.

Section 3. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 4. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Members, their respective successors, heirs and assigns.

Section 5. Enforceability of Covenants. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

Section 6. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by these Bylaws shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rule imposing time limits, then such provision shall continue only until 21 years after the death of the last survivor of the now living descendants of Drew A. Nitschke, of Stockwell & Cooperman, One SeaGate, Suite 1610, Toledo, OH 43604.

ARTICLE IX
AMENDMENT OF BYLAWS

These Bylaws may be amended or modified at any time (s) by action or approval of Members exercising fifty-one percent (51%) or more of the voting power of the Association.

IN WITNESS WHEREOF, the Declarant and the Trustees have approved and adopted these Bylaws for and on behalf of the Association at Wood County, Ohio, on and effective this _____ day of May, 2014.

CARRINGTON WOODS HOMEOWNER'S ASSOCIATION

By: _____
TRUSTEE

By: _____
TRUSTEE

By: _____
TRUSTEE

By: _____
TRUSTEE

By: _____
TRUSTEE