

BYLAWS
OF
CAMELOT ESTATES HOMEOWNERS' ASSOCIATION OF AVON, INC.

ARTICLE I
NAME AND LOCATION

The name of the Association is CAMELOT ESTATES HOMEOWNERS' ASSOCIATION OF AVON, INC. ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Ohio Revised Code. The principal office of the Association shall be as set forth in the Articles of Incorporation ("the Articles"), and the place of meetings of the homeowners ("members") and of the Trustees shall be at such place as the Board of Trustees ("the Board"), may from time to time designate.

ARTICLE II
DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Articles of Incorporation of the Association and the Declarations.

ARTICLE III
MEMBERSHIP

The Association shall have two (2) classes of membership, Class A and B, as more fully set forth in the Articles, the terms of which pertain to membership being specifically incorporated herein by reference.

Annual Meetings

Regular annual meetings of the Members shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Special Meetings

The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a

majority of a quorum of the Board or upon a petition signed by at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Notice of Meetings

Written notice of each meeting of members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) 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 (5) 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.

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.

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 Sublot.

Voting Power

Except as otherwise provided in the Association organizational documents 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 by law.

Action in Writing Without 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 the members having not less than a majority of the voting power, except as otherwise provided by law.

ARTICLE IV
BOARD OF TRUSTEES
Initial Trustees

The initial trustees shall be those three persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Successor Trustees

The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration and these Bylaws.

Removal

Excepting only Trustees named in the Articles or selected by the Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the members. In the event of the death, resignation, or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, 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 to complete the term of such deceased, resigned, or removed Trustee. The Declarant shall have the sole right to remove, with or without cause, and Trustee designated in the Articles, or a substitute selected by the Declarant, and shall select the successor of any Trustee so selected who dies, resigns, is removed, or leaves office for any reason before the election of Trustees by all of the members.

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 meetings. The nomination 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.

Election

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

Vacancies

Vacancies in the Board of Trustees may be filled by a majority vote of the remaining Trustees until a regular election is held.

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 or her actual expenses incurred in the performance of duties.

Annual Meeting

An annual meeting of the Board of Trustees shall be held immediately following the annual meeting of the members. Such annual meeting of trustees shall be held at the same place at which the annual meeting of members was held.

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.

Special Meetings

Special meetings of the Board shall be held when called by the President of the Board, or by any three Trustees, after not less than three days' notice to each Trustee. The Secretary or persons calling such meeting shall give notice to each Trustee. Any and all business within the power of the Trustees may be transacted at such meeting.

Quorum

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

Voting Power

Except as otherwise provided by law, a vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Action in Writing Without Meeting

Any action that could be taken by the Board 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.

Powers

The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of this Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the members.

The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Trustees.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each member to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessments, provided otherwise determined by the Board, the annual assessment, against the proportionate share of the Common Expenses shall be payable at such time intervals as the Board elects, but no less frequent than yearly;
- (c) providing for the operation, care, upkeep, and maintenance of all of the Common Areas.
- (d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, storm water detention facilities where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas and, in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium costs thereof;

(k) paying the cost of all services rendered to the Association or its members and not chargeable to members;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the members and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board for the general knowledge of the members. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) make available to any prospective purchaser of a subplot, any owner of a subplot, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any subplot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the subplot, and all other books, records and financial statements of the Association;

(n) permit utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the property; and

(o) entering into easement agreements, license agreements and other agreements with utility companies (both private and public), the City of Avon, the Commissioners of Lorain County and with the owners of neighboring properties, including but not limited to, the Declarant.

With respect to the common area facilities, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without

limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other homeowners or residents associations, both within and without the entire property.

ARTICLE V
OFFICERS
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.

Election and Term

Except as otherwise specifically provided on the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Special Appointment

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.

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.

Duties

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

- (1) **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 legal instruments on behalf of the Association.

(b) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners 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 assume responsibility for the receipt and deposit in appropriate bank accounts of all moneys of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery of mailing of a copy of each to each of the Unit Owners.

(d) Assistant and Subordinate Officers. The Board of Trustees may appoint assistant and subordinate officers as it may deem necessary. Each such officer shall hold office at the pleasure of the Board of Trustees and perform such duties as the Board of Trustees may prescribe.

ARTICLE VI INDEMNIFICATION OF TRUSTEES, OFFICERS AND COMMITTEE MEMBERS

Each manager and officer of the association and each member of any committee appointed by the Board of Managers shall be indemnified by the association against the costs and expenses reasonably incurred by him in connection with the defense of any action, suit or proceeding to which he is made a party by reason of his being or having been a manager or officer of the association or committee member at the time of incurring such costs and expenses, except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such manager, officer or committee member. In case of the settlement of any action, suit or proceeding to which any manager or officer of the association or committee member is made a party or which may be threatened to be brought against him by reason of his being or having been a manager or officer of the association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a manager, officer or committee member at the time of incurring such costs and expenses), if:

(a) The association shall be advised by independent counsel that such manager, officer, or committee member was not guilty of misconduct or was not negligent in the performance of his duty as such manager, officer or committee member with respect to the matters covered by such action, suit or proceedings, and the cost to the association of indemnifying such manager or officer or committee member (and all other managers, officers and committee members, if any, entitled to indemnification hereunder in such

cases) if such action, suit or proceedings were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such managers, officers and committee members as a result of such settlement; or

(b) Disinterested members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of members, approve such settlement and the reimbursement to such manager, officer or committee member of such costs and expenses. The phrase "disinterested members" shall mean all members of the association other than:

(1) Any manager, officer or committee member of the association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions;

(2) Any corporate or organization of which any such manager, officer or committee member owns of record or beneficially Ten Per Cent (10%) or more of any class of voting securities;

(3) Any firm of which such manager, officer or committee member is a partner, and;

(4) Any spouse, child, parent, brother or sister of any such manager, officer or committee member.

The foregoing rights of indemnification shall inure to the benefit of heirs, and legal representatives, of each such manager, officer or committee member and shall not be exclusive of other rights to which any manager, officer or committee member may be entitled as a matter of law or under the Declaration, any vote of members or any agreement.

ARTICLE VII COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

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 Units on properties of members.

**ARTICLE IX
AUDITS**

The books of the Association shall be audited once a year by the board and such audit shall be completed prior to each annual meeting. If requested by a majority of the members of the Board, such audit shall be made by a certified public accountant. In addition and at any time requested by members possessing in the aggregate fifty percent (50%) or more of the voting power in the Association, the board shall cause an additional audit to be made.

**ARTICLE X
FISCAL YEAR**

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December 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 these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms, and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

IN TESTIMONY WHEREOF, the undersigned, the owners have executed this instrument causing these Bylaws to be duly adopted on or as of the 28th day of March, 1995.

**HUNTINGTON WOODS BUILDING
COMPANY**

By: David S. DiBenedetto
David S. DiBenedetto, President

ALAN F. SCOTT, INC.

By: Alan F. Scott
Alan F. Scott, President