

VOL. 95-01968 PAGE 39

BY-LAWS OF ABERDEEN COMMUNITY
MASTER HOMEOWNERS ASSOCIATION

TABLE OF CONTENTS

	<u>Page</u>
I. NAME, PRINCIPAL OFFICE, AND DEFINITIONS	1
1. Name.....	1
2. Principal Office.....	1
3. Definitions.....	1
II. MASTER ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES	1
1. Membership.....	1
2. Place of Meetings.....	1
3. Annual Meetings; Commencement Date.....	1
4. Special Meetings.....	2
5. Notice of Meetings.....	2
6. Waiver of Notice.....	2
7. Adjournment of Meetings.....	3
8. (a) Voting of Members.....	3
(b) Voting for the Master Trustees.....	3
9. Proxies.....	3
10. Majority.....	3
11. Quorum.....	3
12. Conduct of Meetings.....	4
13. Action Without A Meeting.....	4
III. MASTER BOARD OF TRUSTEES: NUMBER, POWERS, MEETINGS	4
A. <u>Composition, Number, and Selection.</u>	
1. Governing Body; Composition.....	4
2. Number and Selection - During Class B Control Period and Before the First Commencement Date - Voting.....	4
3. Number and Selection - During the Class B Control Period and After the First Commencement Date - Voting.....	4
4. Number and Selection - After the Class B Control period - Voting.....	4
5. Election and Term of Office.....	4
B. <u>Meetings.</u>	
6. Organizational Meetings.....	5
7. Regular Meetings.....	5

	<u>Page</u>
8. Special Meetings.....	5
9. Notice of Meetings.....	
10. Waiver of Notice.....	5
11. Quorum of Master Board of Trustees.....	6
12. Compensation.....	6
13. Conduct of Meetings.....	6
14. Open Meetings.....	6
15. Adoption of Actions.....	
16. Action Without a Formal Meeting.....	7
17. Right of Declarant to Veto Actions of the Master Board After the Class B Control Period.	
 C. <u>Powers and Duties.</u>	
17. Powers.....	7
18. Borrowing.....	9
19. Enforcement.....	9
 IV. OFFICERS	 11
1. Officers.....	11
2. Election, Term of Office, and Vacancies....	11
3. Removal.....	11
4. Powers and Duties.....	11
5. Resignation.....	11
6. Agreements, Contracts, Deeds, Leases, Checks, Etc.....	12
 V. COMMITTEES	 12
1. General.....	12
2. Covenants Committee.....	12
3. Architectural Control Committee.....	12
 VI. MISCELLANEOUS	 12
1. Fiscal Year.....	12
2. Parliamentary Rules.....	12
3. Conflicts.....	12
4. Books and Records.....	13
5. Notices.....	13
6. Amendment.....	14

BY-LAWS OF ABERDEEN COMMUNITY
MASTER HOMEOWNERS ASSOCIATION

Article I.

Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be Aberdeen Community Master Homeowners Association (hereinafter sometimes referred to as the "Master Association").

Section 2. Principal Office. The principal office of the Association in the State of Ohio shall be located in Cuyahoga County.

Section 3. Definitions. The words used in these Master By-Laws (the "Master By-Laws") shall have the same meaning as set forth in that Master Declaration of Covenants, Easements, and Restrictions for Aberdeen (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Master Declaration").

Article II.

Master Association: Membership,
Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Master Association shall have four (4) classes of Membership, Class A, Class B, Class C and Class D. The Class A Members shall be the Owners within the Community. The Class B Member shall be the Declarant. The Class C Members shall be the Neighbor Associations within the Community. The Class D Member shall be the Golf Course Owner.

Section 2. Place of Meetings. Meetings of the Master Association shall be held at the principal office of the Master Association or at such other suitable place convenient to the Members as may be designated by the Master Board of Trustees either within the Community or as convenient thereto as possible and practical.

Section 3. Annual Meetings - Commencement Date. The first annual meeting of the Master Association shall be held on the first Tuesday in June following the date that the first Neighborhood in the Community has Completed Building Envelopes in such Neighborhood in excess of fifty percent (50%) of the total possible Completed Building Envelopes in such Neighborhood (the "Commencement Date") as determined by Declarant. Subsequent regular annual meetings shall be held on the first Tuesday in

June at a time set by the Master Board of Trustees. During the Class B Control Period, but before the Commencement Date, the Declarant shall have the right (but not the obligation) to call annual meetings.

Section 4. Special Meetings. The Declarant or the President may call special meetings. In addition after the Class B Control Period, it shall be the duty of the President to call a special meeting of the Master Association if so directed by resolution of a majority of a quorum of the Master Board of Trustees or upon a petition signed by Class A Members representing at least twenty-five percent (25%) of the total Class A voting power 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.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than five (5) nor more than fifty (50) days before the date of such meeting, by or at the direction of the Declarant, President, Secretary, or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these Master By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after it is deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or alternate shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Master Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, who are entitled to vote at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the

original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their alternates representing at least twenty-five (25%) percent of the total votes of the Master Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum for such meeting.

Section 8. (a) Voting of Members. Until the end of the Class B Control Period, the Class B Member shall possess the entire voting power of the Master Association, except that the Class A Members shall have the right to vote on certain Special Assessments and other issues as are specifically set forth in the Master Declaration. Except as set forth in Sections 8(b) and 8(c) of this Article II, each Class A Member shall have one (1) vote for each Building Envelope owned by such Member and the Class B Member shall have two (2) votes for each Building Envelope in the Community.

(b) Voting for Master Trustees During the Class B Control Period. The Class A Members shall not be entitled to appoint or vote for any Master Trustees. The Class B Member during the Class B Control Period shall have the right to appoint all of the Master Trustees, except:

(i) one (1) Master Trustee shall be appointed by the Class D Member, and

(ii) from and after the Commencement Date (as defined in Section 3 of Article II), each Neighborhood shall have the right to appoint one (1) additional Master Trustee. The Class D Member shall have the right to appoint one (1) Master Trustee.

(c) Voting for Master Trustees After the Class B Control Period. After the Class B Control Period, the Class B Member shall have no voting rights to appoint any Master Trustees. The Class C Member for each Neighborhood shall have the right to appoint one (1) additional Master Trustee after the Commencement Date of that Neighborhood. The Class D Member shall have the right to appoint one (1) Master Trustee.

Section 9. Proxies. All Members may vote by proxy given to Declarant or the Association.

Section 10. Majority. As used in these Master By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number. Unless otherwise provided in these Master By-Laws or the Master Declaration, all actions of the Master Association shall require the approval of the Master Board, but unless otherwise provided in the Master Declaration or Master By-Laws, any required action of the Class A Members shall require for approval the vote of the Class A Members who have a majority of the total votes of the Class A Membership and are present, in person or by proxy, at a meeting of such Class A Members which contains a quorum.

Section 11. Quorum. Except as otherwise provided in these Master By-Laws, the presence in person or by proxy of the Class A Members representing a majority of the total votes in the Class A Membership shall constitute a quorum at all meetings of the Class A Members unless otherwise set forth in the Master Declaration or these Master By-Laws.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Master Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by a sufficient number of the Members entitled to vote as is necessary to adopt such matter at a meeting of Members and any such consent shall have the same force and effect as the vote of the Members.

Article III.

Master Board of Trustees: Number, Powers, Meetings

A. Composition, Number, and Selection.

Section 1. Governing Body: Composition. The affairs of the Master Association shall be governed by a Master Board of Trustees, except as otherwise expressly set forth to the contrary in the Declaration. Except with respect to Master Trustees appointed by the Declarant or Golf Course Owner, who need not be Owners or Occupants, the Master Trustees shall be Owners or Occupants or spouses of Owners or Occupants.

Section 2. Number and Selection - During Class B Control Period and Before the First Commencement Date - Voting.

During the Class B Control Period and before the first Commencement Date for any Neighborhood, there shall be five (5) Master Trustees, four (4) of whom shall be selected by the Class B Member (Declarant) and one (1) of whom shall be selected by the Class D Member (Golf Course Owner). Prior to the first Commencement Date, each Master Trustee shall have one (1) vote.

Section 3. Number and Selection - During the Class B Control Period and After the First Commencement Date - Voting. During the Class B Control Period and after the first Commencement Date, there shall be the following number of trustees:

(a) Four (4) Master Trustees who shall be appointed by the Declarant who (collectively) shall have three (3) votes for each Completed Building Envelope within the Community; plus

(b) One (1) additional member of the Master Board who shall be appointed by each Class C Member (Neighborhood Board) whose Neighborhood has had its Commencement Date, i.e., such Neighborhood has conveyed a majority of its possible Completed Building Envelopes (as determined by Declarant) to Class A Members. Each such Master Trustee shall be appointed by the members of the Neighborhood Board who were elected by the Class A Members of that Neighborhood, and each such Master Trustee shall have one (1) vote for each Completed Building Envelope in that Neighborhood; plus

(c) The Golf Course Owner shall have the right to appoint one (1) member of the Board of Trustees, who shall have one (1) vote for each Completed Building Envelope within a Golf Course Lot (but not less than one (1) vote).

Section 4. Number and Selection - After the Class B Control Period - Voting. After the Class B Control Period, the number of Master Trustees shall be equal to the sum of one (1), plus the number of Neighborhoods then existing. Each Neighborhood Board shall select one (1) Master Trustee to represent that Neighborhood and the Golf Course Owner shall have the right to appoint one (1) Master Trustee. Each Master Trustee representing a Neighborhood shall have three (3) votes for each Completed Building Envelope that has been created in the Neighborhood that appointed such Master Trustee. The Master Trustee selected by the Golf Course Owner shall have one (1) vote for each Completed Building Envelope in a Golf Course Lot.

Section 5. Election and Term of Office. (a) Until the termination of the Class B Control Period, the Declarant shall appoint all Master Trustees permitted to be selected by the Class B Member, who shall serve at the pleasure of the Declarant and may be changed by the Declarant at any time and from time to time.

(b) After the Commencement Date of each Neighborhood, the Neighborhood Board shall notify the Master Association of the name of the member of the Master Board and alternate(s) selected by such Class C Member, who shall serve for two (2) years or until his or her successor is designated. A Master Trustee or alternate selected by the Class C Member may be removed, with or without cause, at any time and from time to time by the Neighborhood Board which selected such Master Trustee or alternate. The Neighborhood Board shall designate the replacement of such Master Trustee or alternate in a writing delivered to the Master Board.

(c) The Golf Course Owner shall notify the Master Association of the name of the Master Trustee and alternate(s) selected by the Golf Course Owner, who shall serve until his or her successor is designated. A Master Trustee or alternate selected by the Golf Course Owner may be removed, with or without cause, at any time and from time to time by the Golf Course Owner. The Golf Course Owner shall designate the replacement of such Master Trustee or alternate in a writing delivered to the Master Board.

B. Meetings

Section 6. Organizational Meetings. The first meeting of the Master Board of Trustees following selection of the Master Board shall be held at such time and place as shall be fixed by Declarant.

Section 7. Regular Meetings. Regular meetings of the Master Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Master Trustees, but at least one (1) such meeting shall be held during each three-month period. Notice of the time and place of the meeting shall be communicated to Master Trustees not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Master Trustee who has signed a waiver of notice or a written consent to holding of the meeting.

Section 8. Special Meetings. Special meetings of the Master Board of Trustees shall be held when called by written notice signed by the President of the Master Association or by any three (3) Master Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

Section 9. Notice of Meetings. Notice of regular and special Master Board meetings shall be given to each Master Trustee by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) telephone communication, either directly to the Master Trustee or to a person at the Master Trustee's office or home who would reasonably be expected to communicate such notice promptly to the Master Trustee; or (d) telegram, charges prepaid. All such

notices shall be given at the Master Trustee's telephone number or sent to the Master Trustee's address as shown on the records of the Master Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 10. Waiver of Notice. The transactions of any meeting of the Master Board of Trustees, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Master Trustees not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Master Trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 11. Quorum of Master Board of Trustees. At all meetings of the Master Board of Trustees, those Master Trustees entitled to exercise a majority of the voting power shall constitute a quorum for the transaction of business, and a majority of the voting power of the Master Trustees present at a meeting at which a quorum is present shall constitute the decision of the Master Board of Trustees. During the Class B Control Period, one (1) Master Trustee appointed by the Class B Member shall constitute a quorum; and there must be at least one (1) member of the Master Board appointed by the Class B Member for there to be a quorum present at any meeting of the Master Board of Trustees. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Master Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Master Board cannot be held because a quorum is not present, a majority of the Master Trustees who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Designated alternates shall have the same power to vote as the Master Trustees.

Section 12. Compensation. Unless authorized in advance by the Master Association, no Master Trustee shall receive any compensation from the Master Association for acting as such.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Master Board of Trustees, and the Secretary shall keep a minute book of meetings of the Master Board of Trustees, recording therein all resolutions

adopted by the Master Board of Trustees and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all trustees are able through telephone connection to hear and to be heard.

Section 14. Open Meetings. Subject to the provisions of Section 15 of this Article, after the Class B Control Period, all meetings of the Master Board shall be open to all Members, but Members other than Master Trustees may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Master Trustee. In such case, the President may limit the time any Member may speak.

Section 15. Adoption of Actions. Except as provided in Section 15 hereof, all actions before the Master Board shall require for approval a majority vote of the voting power of the Master Trustees.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the Master Trustees or any action that may be taken at a meeting of the Master Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by those Master Trustees possessing the percentage of the voting power required for such action.

Section 17. Right of Declarant to Veto Actions of the Master Board After the Class B Control Period. For three (3) years after the end of the Class B Control Period, the Class B Member shall have the right to veto and disapprove actions of the Master Board and any committee of the Master Board. No action authorized by the Master Board or a committee shall become effective until the Class B Member shall have received written notice of such action and (a) the Class B Member shall have notified the Master Board in writing that such action has been approved, or (b) the notice to the Class B Member shall provide that unless the Class B Member vetoes such action within fifteen (15) days, and if fifteen (15) days shall have elapsed since the Class B Member shall have received written notice of such action and the Class B Member shall not have notified the Master Board that it has vetoed such action during such period.

C. Powers and Duties.

Section 18. Powers. Except as expressly set forth in these Master By-Laws or the Declaration, the Master Board of Trustees shall be entirely responsible for all of the affairs of the Master Association and shall have all of the powers and duties necessary for the administration of the Master Association's affairs, and may do all acts and things as are provided by law, the Master Declaration, Master Articles, or these Master By-Laws.

In addition to the duties imposed by these Master By-Laws, the Master Board of Trustees shall have the power to and shall be responsible for the following, by way of explanation, but not limitation:

(a) Preparation and adoption of annual budgets beginning for the calendar year following the Start-Up Period;

(b) Making Master Assessments to defray the Common Master Expenses, and establishing the means and methods of collecting such Master Assessments; provided, unless otherwise determined by the Master Board of Trustees, the Base Master Assessment for each Completed Building Envelope's share of the Common Master Expenses shall be payable annually, unless otherwise provided by the Master Board. Base Master Assessments shall be calculated on the number of Completed Building Envelopes in existence at the beginning of any fiscal year; provided, however, that the Master Board shall take into account reasonable estimates of revenue to be received with respect to Completed Building Envelopes that become liable for Base Master Assessments during such year. If after the Start-Up Period it shall become apparent during the course of such year that the revenue being collected by the Master Association is materially more or less than budgeted, or if Common Master Expenses of the Master Association are materially more or less than budgeted, the Master Association shall have the right to increase or decrease the Base Master Assessments (or to levy a Special Master Assessment) on account thereof. The Master Trustees shall also have the right to levy Special Master Assessments as provided in the Master Declaration;

(c) Providing for the operation, care, upkeep, and maintenance of all of the Area of Master Maintenance Responsibility;

(d) Designating, hiring, and dismissing the personnel necessary for the duties of the Master Association, including the repair and maintenance of its property, the Area of Master Maintenance Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) Collecting the Master Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Master Association;

(f) Making and amending rules and regulations;

(g) Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(h) Enforcing by legal means the provisions of the Master Declaration, these Master By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) Obtaining and carrying insurance against casualties and liabilities, as provided in the Master Declaration, and paying the premium cost thereof;

(j) Paying the cost of all services rendered to the Master Association and not chargeable directly to specific Owners;

(k) Keeping books with detailed accounts of the receipts and expenditures affecting the Master Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(l) Making available to any prospective purchaser of a Building Envelope, any Owner of a Building Envelope, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Building Envelope, current copies of the Master Declaration, the Master Articles of Incorporation, the Master By-Laws, Design Criteria, rules governing the Building Envelope and after the Start-Up Period all other books, records, and financial statements of the Association.

Section 19. Borrowing. The Master Board of Trustees shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Master Maintenance Responsibility. With the written approval of the Master Trustees with at least seventy-five percent (75%) of the voting power of the Master Board, the Master Board shall also have the power to borrow money for other purposes. Notwithstanding anything to the contrary contained in the Master Declaration, these Master By-Laws, or the Master Articles of Incorporation, after the Class B Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent of the holders of at least eighty percent (80%) of the voting power of the Master Board.

Section 20. Enforcement - Fines. The Master Board shall have the power to impose sanctions including, without limitation, reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's or Occupant's right to use the Common Area for violation of any duty imposed under the Master Declaration, these Master By-Laws, or any rules and regulations duly adopted; provided, however, nothing herein shall authorize the Master Association or the Master Board of Trustees to limit ingress and egress to or from a Building Envelope or to suspend an Owner's or Occupant's right to vote due to nonpayment of Master Assessments. In the event that any Occupant of a Residence violates the Master Declaration, Master By-Laws, or a rule or regulation and a fine is imposed,

the fine shall first be assessed against the Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Master Board, the Owner shall be required to pay the fine upon notice from the Master Association. The failure of the Master Board to enforce any provision of the Master Declaration, Master By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Master Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction under this Section 17, the Master Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the committee designated by the Master Board, if any, or Master Board of Trustees may be requested to have a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days after the giving of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held by the committee designated by the Master Board for such purpose or by the Master Board, as determined by the Master Board, in executive session affording the Owner a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Master Board of Trustees or the committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before a committee (as opposed to a hearing before the Master Board), the violator shall have the right to appeal the decision to the Master Board of Trustees. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Master Association within thirty (30) days after the later of (i) the hearing date, or (ii) the date the committee makes its decision and communicates it to the Owner or Occupant.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Master Association acting through the Master Board of Trustees, may elect to enforce any provisions of the Master Declaration, these Master By-Laws, or the rules and regulations of the Master Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is

sought shall pay all costs, including reasonable attorney's fees actually incurred. All remedies and rights of the Master Association shall be non-exclusive and cumulative, and may be exercised at any time or successively.

(e) Lien Rights. If a fine is not paid when due it shall be deemed to be a Special Master Assessment for which Collection Charges may be collected and a lien may be created and foreclosed pursuant to Article VII of the Master Declaration.

Article IV.

Officers

Section 1. Officers. The officers of the Master Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the Master Trustees. The Master Board of Trustees may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Master Board of Trustees. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Master Association shall be elected for two (2) year terms by the Master Board of Trustees at the first meeting of the Master Board of Trustees. Officers may be re-elected. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Master Board of Trustees for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Master Board of Trustees whenever in its judgment the best interests of the Master Association will be served thereby.

Section 4. Powers and Duties. The officers of the Master Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be conferred or imposed by the Master Board of Trustees. The Master Board shall have the right to delegate the duties and obligations of the Master Board to the officers selected by the Master Board from time to time. The President shall be the chief executive officer of the Master Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Master Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Master Board of Trustees, the President, or the Secretary. Such resignation

shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. After the Start-Up Period, all agreements, contracts, deeds, leases, checks for over One Thousand Dollars (\$1,000.00), and other instruments of the Master Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Master Board of Trustees.

Article V.

Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the voting power of the Trustees present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Master Board of Trustees designating the committee or with rules adopted by the Master Board of Trustees. After the Class B Control Period, each committee shall have at least one (1) member of the Master Board in its ranks. Members of committees need not be Owners or Occupants, until after the end of the Class B Control Period, in which event all members of committees (except for professionals and consultants reasonably required and designated by the Master Board) shall be Owners or Occupants of the Community or their spouses.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Master Board pursuant to Section 1 of this Article, the Master Board of Trustees may, but shall not be required to, establish a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Master Declaration, these Master By-Laws, and resolutions the Master Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to the Master Declaration and Article III of these Master By-Laws.

Section 3. Architectural Control Committee. The Architectural Control Committee ("ACC") is hereby established in accordance with Article VIII of the Declaration.

Article VI.

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Master Articles of Incorporation, the Master Declaration, or these Master By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Ohio law, the Master Articles of Incorporation, the Master Declaration, and these Master By-Laws, the provisions of Ohio law, the Master Declaration, the Master Articles of Incorporation, and the Master By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Master Declaration and By-Laws, membership register, books of account (after the Start-Up Period), and minutes of meetings of the Members, the Master Board, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Master Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Master Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Master Association shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Master Trustees. Every Master Trustee and Neighborhood Association (acting through its Neighborhood Trustees) and the Declarant shall have the absolute right at any reasonable time with reasonable notice to inspect at the office such records are normally kept, all books, records, and documents of the Master Association and the physical properties owned or controlled by the Association. The right of inspection includes the right to make extracts and a copy of relevant documents at the expense of the Person requesting such copies.

Section 5. Notices. Unless otherwise provided in these Master By-Laws, all notices or notifications required under these Master By-Laws or the Master Declaration shall be in writing and shall be deemed to have been duly given if delivered personally by FedEx or other nationally recognized delivery service or three (3) days after it is sent by United States mail, registered or certified mail, return receipt requested, postage prepaid:

(a) if to a Class A Member, at the address which the Class A Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Residence of such Class A Member; or

(b) if to the Declarant, at the address which the Declarant has designated in writing and filed with the Secretary or, if not such address has been designated, at the regular place of business of the Declarant; or

(c) if to a Class C Member, at the address which the Class C Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Residence of the President, any Vice President, Secretary, or Treasurer, of the Neighborhood Association; or

(d) if to the Class D Member, at the address which the Class D Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Golf Course; or

(e) if to the Master Association, the Master Board of Trustees, or the Manager, at the principal office of the Master Association or the Manager, if any, or at such other address as shall be designated by notice in writing to the Master Trustees.

Section 6. Amendment. The Declarant shall have the sole right to amend these Master By-Laws during the Class B Control Period unilaterally so long as the amendment shall not change voting rights of the Class A, Class C or Class D Members or the manner in which the Master Assessments are calculated pursuant to Section 2 of Article VIII of the Master Declaration. Thereafter, these Master By-Laws may be amended only upon the affirmative vote or written consent of the Master Trustees holding at least a majority of the voting power of the Master Board. Any amendment to be effective must be recorded in the public records of Cuyahoga County, Ohio.

No amendment made at any time may remove, revoke, or modify any right or privilege of "Declarant" or the "Class B Member" without the written consent of Declarant or the transferee of such right or privilege. No amendment made at any time may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.