

BYLAWS OF G
MYSTIC POINTE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name, Address, Purpose and Definitions

Section 1.1 Name. The name of the Association shall be the MYSTIC POINTE HOMEOWNERS ASSOCIATION, INC. The Association is a not-for-profit corporation established in accordance with the laws of the State of Ohio.

Section 1.2 Principal Address. The principal office of the Association is located in the City of Green, Summit County, Ohio.

Section 1.3 Purpose. The Association was organized and shall be operated for the following non-profit purposes:

- (a) To own, operate, maintain and administer certain portions of the Development;
- (b) To promote communication and cooperation among the Members, to enhance security and safety within the Development, and to create, adopt and enforce rules and regulations relative to the usage of property owned by the Association;
- (c) To exercise the powers of the Association as stated in these Bylaws, to enforce these Bylaws and to assess the Members in accordance with these Bylaws;
- (d) To enforce the Restrictions and Covenants;
- (e) To administer the storm water management area and the storm water easement areas located within the Development.
- (f) To provide high standards of maintenance and, in general, to maintain and promote the desired character of the Development;
- (g) To take and hold by bequest, devise, gift, purchase or lease, either absolutely or in trust, for any of its purposes, any real or personal property, without limitation as to amount or value, and to sell, convey, manage, use, operate and dispose of any such property, to invest and reinvest the principal thereof, and to deal with and expend the income thereof (but not the principal) for any of the foregoing purposes, as the Board of Directors of the Association may determine from time to time, but subject to the limitations set forth hereinbelow; and
- (h) To do anything necessary, incidental or ancillary to the accomplishment of the foregoing and of any other purposes for which a non-profit corporation may properly be organized in the State of Ohio.

Section 1.4 Limitations. The Association shall possess all powers and authorities permitted by law, subject to the following limitations:



(a) No part of the net earnings of the Association shall inure to the benefit of, or be distributed to the Members or the Directors, officers or contributors of the Association or any other private persons, with the exception that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in these Bylaws.

(b) No substantial part of the activities of the Association shall include the carrying on of propaganda or otherwise attempting to influence legislation, and the Association shall not participate in nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Section 1.5 Definitions. For purposes of these Bylaws, the following terms shall have the definition hereinafter given to them:

(a) "Annual Assessments" shall mean those annual assessments to be paid to the Association by the Owners under Article 7 of these Bylaws and the Restrictions and Covenants to cover the maintenance and upkeep of the Development.

(b) "Assessments" shall mean all assessments, whether annual or special, to be paid to the Association by the Owners under Article 7 of these Bylaws and the Restrictions and Covenants.

(c) "Association" shall mean and refer to MYSTIC POINTE HOMEOWNERS ASSOCIATION, INC., an Ohio not-for-profit corporation, and its successors and assigns.

(d) "Bylaws" shall mean and refer to the within document.

(e) "Common Areas" shall mean the areas shown on the Plat, together with all landscaping and fences located thereon, which are for the common use and enjoyment of the Members of the Association.

(f) "Common Expenses" shall mean all actual and estimated expenses of operating the Association and maintaining and repairing the Common Areas, including taxes, insurance, utility fees, anticipated maintenance and repair costs, reasonable reserves and any other such fee, as may be found necessary and appropriate by the Board of Directors.

(g) "Developer" shall mean Union Commerce Corporation, or its successors and assigns.

(h) "Development" shall mean Mystic Pointe Subdivision.

(i) "Home" shall mean and refer to the single family dwelling constructed upon a Lot.

(j) "Lot" shall mean any lot or other tract within the Development, together with any and all improvements thereon, as shown on the Plat, either conveyed or to be conveyed to an Owner, upon which there has been constructed or will be constructed a Home.

(k) "Member" shall mean every person or entity holding membership in the Association.



(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot recorded on the Plat, including the Developer. Any disputes concerning the identity of an Owner shall be resolved by an examination of the official records of Summit County, Ohio.

(m) "Restrictions and Covenants" shall mean the declaration of covenants and restrictions of the Mystic Pointe Subdivision of Green, Ohio, as recorded with the Summit County Fiscal Officer's office on August 24, 1998 as Instrument No. 54182155.

(n) "Special Assessments" shall mean those special assessments to be paid to the Association by the Owners under Article 7 of these Bylaws and the Restrictions and Covenants.

ARTICLE 2 **Membership**

Section 2.1 Eligibility. Subject to the provisions of this Section 2.1, every Owner of a Lot in the Development shall by virtue of such ownership become and be a Member of the Association, and such Owner shall continue to be a Member of the Association so long as such Owner retains ownership of a Lot. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to Assessment. Each Member shall be entitled to the votes per Lot set forth in Section 3.6 hereof at the various meetings of the Association. An Owner's membership shall terminate upon the sale or other disposition of his or her Lot, at which time the new Owner of such Lot shall automatically become a Member of the Association. Notwithstanding the foregoing, the rights of membership in the Association, including the right to vote, are specifically conditioned upon the following: (a) the payment of the Assessments assessed on a Lot from time to time; and (b) compliance with these Bylaws, the Restrictions and Covenants and such additional rules and regulations as the Board of Directors may establish from time to time.

Section 2.2 Suspension.

(a) The voting and other membership rights of any Member may be suspended by action of the Board of Directors in accordance with these Bylaws and the Restrictions and Covenants during any period when the Member has failed to pay any Assessments then due and payable; provided, however, that upon payment in full of all past due charges, said Member's rights and privileges shall be automatically restored.

(b) If the Directors have adopted and published rules and regulations governing the use of Common Areas, the personal conduct of any person thereon, or any other rules and regulations, the voting or other membership rights of any Member may be suspended by action of the Board of Directors, after a hearing before the Board at which the Member or any other interested person may be represented by attorney, for a period not to exceed ninety (90) days, if he or she, any member of his or her family, his or her tenants, or the guests of any of them shall have violated such rules and regulations.

Section 2.3 Rights of Membership. Each Member is entitled to the use and enjoyment of the Common Areas in accordance with these Bylaws and all rules and regulations pertaining thereto adopted by the Association in accordance with these Bylaws. Membership rights may be delegated to and exercised by all members of a Member's family who reside upon such Member's Lot, and the guests of any of them in accordance with the rules and regulations. Each Member shall notify the Secretary of the Association in writing of the name and relationship to the Member of any person who is entitled to exercise Membership



rights under this Section. The rights and privileges of any such person are subject to suspension by the Board of Directors in the same manner and for the same reasons as those of any Member under the preceding Section 2.2.

ARTICLE 3

Member Meetings, Quorum, Voting, Proxies

Section 3.1 Place of Meeting. Meetings of the Members of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board of Directors shall designate (or, with respect to the initial annual meeting of the Members, as the Developer shall designate), either in the Development or at a location as convenient thereto as possible and practical.

Section 3.2 First Meeting and Annual Meetings. An annual meeting of the Members shall be held on or about _____, 2011 for the purpose of electing the Board of Directors of the Association, on such specific date and at such specific time and location as the Developer shall designate. Thereafter, annual meetings shall be held on the third Wednesday of the month of October of each year, unless otherwise agreed upon by the majority of the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday). The purpose of succeeding annual meetings shall be to elect Directors and to conduct any other business pertaining to the well-being of the Association.

Section 3.3 Special Meetings. The President of the Association may call special meetings of the Members as necessary from time to time. 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 the Board of Directors or upon a petition signed by Members holding at least twenty-five percent (25%) of the voting rights of the Members of the Association, or in the event it is necessary to approve a Special Assessment as set forth in Section 7.4 hereof. 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 3.4 Notice of Meetings. It shall be the duty of the Secretary of the Association to mail or to cause to be delivered to each Member a notice of each annual or special meeting of the Association stating the date, time and place of such meeting, as well as the purpose of any special meeting. If a Member wishes notice to be given at an address other than his or her Lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section 3.4 shall be considered service of notice. Notices shall be served, either personally or by mail, not less than ten (10) nor more than thirty (30) days before a meeting.

Section 3.5 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, whether in person or by proxy, 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.

Section 3.6 Voting. Record ownership of a Lot in the Development shall constitute a single membership. There shall be two (2) classes of Members; Class A and Class B. Class A Members shall be all Lot Owners, except for the Developer. Class A Members shall be entitled to one (1) vote per Lot. The Class B Member shall be the Developer. The Class B Member shall be entitled to ten (10) votes per Lot. Upon the earlier to occur of the following, the Class B Member shall be converted to a Class A Member: (i) January 1, 2027, or (ii) the date Owners other than the Developer own ninety-five percent (95%) or more of

the Lots in the Development. Membership is not transferable or assignable except on sale or transfer of the Lot in the Development. The vote upon any question before the Members, upon demand by any Member, shall be by ballot. All elections shall be made and all questions decided by the Members holding a majority-in-interest of the votes present in person or by proxy at a duly called meeting of the Members.

Section 3.7 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 3.8 Quorum. The Members present at any meeting of the Members of the Association shall constitute a quorum at all meetings of the Members of the Association.

Section 3.9 Action Without A Formal Meeting. Unless these Bylaws require a higher percentage, any action to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Members holding a majority-in-interest of all votes.

ARTICLE 4 **Board of Directors**

A. Composition and Selection.

Section 4.1 Governing Body. As more specifically set forth in this Article 4, the affairs of the Association shall be governed, managed and controlled by a Board of Directors.

Section 4.2 Number of Directors and Election of First and Subsequent Boards. The Board of Directors initially shall be those three (3) persons named as the initial directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by the Developer. No later than the time that fifty percent (50%) of the residential lots are sold in which an ownership interest of fifty percent (50%) has been vested in the Owners in the Common Areas appertain have been sold and conveyed by the Developer, the Owners shall meet and from after that date there shall be six (6) directors. The Owners, other than the Developer, shall elect one-third (1/3) of the total Directors, i.e., two (2), at such meeting, and the Developer shall designate the other two-thirds (2/3) or four (4) of the Directors who shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interest referred to in this paragraph, those interests shall be computed by comparing the number of Lots sold and conveyed to the maximum number of lots that may be created.

Within thirty (30) days after the earlier of (a) three (3) years from the date of the establishment of the Association, or (b) the sale and conveyance to purchasers in good faith and for value of Lots to which seventy-five percent (75%) of the undivided interest in the Common Areas appertain, the Association shall meet and all Owners, including the Developer, shall elect six (6) Directors to replace all of those Directors earlier elected or designated by the Owners or the Developer respectively and elect new officers of the Association. The term of the six (6) Directors shall be staggered so the terms of one-third (1/3) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meeting, successors to the two (2) Directors whose terms then expire shall be elected to serve three (3) year terms. Notwithstanding the foregoing, the Developer shall have the right at any time to waive its right to select one (1) or more Directors or to vote in an election of Directors. If the Developer waives its

right to select one (1) or more directors, the Membership shall meet and elect the members of the board otherwise to have been selected by the Developer.

Section 4.3 Removal of Directors. At any regular or special meeting of the Members of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by the affirmative vote of Members holding a majority-in-interest (i.e., greater than 50%) of the voting rights of the Members present at such meeting, either in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an Assessment for more than thirty (30) days may be removed by a majority vote of the Directors at a meeting of the Board of Director where a quorum is present. This Section 4.3 shall not apply to the initial Directors appointed by the Developer.

Section 4.4 Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Members, shall be filled by the unanimous vote of the remaining Directors, at any meeting of the Board of Directors where a quorum is present. Each person so selected shall serve the unexpired portion of the term. Following the expiration of said term, a successor Director shall be elected in accordance with Section 4.2. The sale of a Director's Lot in the Development shall terminate said Director's term on the Board of Directors and a new Director shall be elected in accordance with this Section 4.4.

B. Meetings.

Section 4.7 Organizational Meeting. The initial organizational meeting of the members of the Board of Directors following the initial annual meeting of the Members of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 4.8 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year with at least one (1) in the first half of the year and one (1) in the second half of the year. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 4.9 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; or (c) by telephone, electronic mail or fax communication, either directly to the Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director. All such notices shall be given or sent to the Director's address, telephone number, email address or fax number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least five (5) business days before the time set for the meeting. Notices given by personal delivery, telephone, electronic mail or fax shall be given at least forty-eight (48) hours before the time set for the meeting.

Section 4.10 Waiver of Notice. The transactions of any meeting of the Board of Directors, 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 Directors 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 Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 4.11 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a majority of the Directors 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 time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 4.12 Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by the affirmative vote of Members holding a majority-in-interest of the voting rights of the Members present at a meeting, either in person or by proxy.

Section 4.13 Open Meetings. All meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 4.14 Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 4.15 Action Without A Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

C. Powers and Duties.

Section 4.16 Duties. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Articles of Incorporation or these Bylaws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparing and recommending an annual budget to the Members in which there shall be established the Annual Assessment to each Member for the Common Expenses of the Association;



- (b) establishing the means and methods of collecting Annual Assessments and sending written notice of all Annual Assessments to the Owners at least thirty (30) days in advance of each Annual Assessment period;
- (c) collecting the Assessments, including delinquent Assessments and penalties, depositing the proceeds thereof in a bank depository and using said proceeds to administer the Association;
- (d) providing for the operation, care, upkeep and maintenance of the Common Areas;
- (e) designating, hiring and dismissing the personnel necessary for the operation of the Association and, 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;
- (f) making and amending rules and regulations;
- (g) opening bank accounts on behalf of the Association and designating the authorized signatories thereon;
- (h) enforcing these Bylaws and the rules and regulations adopted hereunder by legal means, including the institution of legal proceedings concerning the Association on behalf of or against Members;
- (i) obtaining and carrying insurance against casualties and liabilities and paying the premium cost thereof;
- (j) paying from funds of the Association the cost of all services rendered to the Association or its Members which are not directly chargeable to Members;
- (k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration; and
- (l) contracting with any person or entity on behalf of the Association for the performance of various duties and functions for the benefit of the Association.

Section 4.17 Powers. The Board of Directors shall have the power:

- (a) to adopt and publish from time to time rules and regulations concerning the use of the Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for their infraction thereof;
- (b) to exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved for the Members by other provisions of the Restrictions and Covenants, these Bylaws or the Articles of Incorporation;
- (c) to create, record and foreclose the liens securing any unpaid Assessments and to hire attorneys, accountants and other professionals to do the same; and
- (d) to borrow money for the purpose of repair or restoration of the property owned by the Association and facilities without the approval of the Members; provided, however, the Board shall



obtain approval of the Members in the manner specified in Section 7.4 hereof in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed Five Thousand Dollars (\$5,000.00) outstanding debt at any one time.

Section 4.18 Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

Section 4.19 Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and

(iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(b) **Notice.** Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

- (j) the nature of the alleged violation;
- (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
- (iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and
- (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) **Hearing.** If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.



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ARTICLE 5
Officers

Section 5.1 Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. Any two (2) or more offices may be held by the same person, excepting the offices of President and Secretary, and President and Vice President. The President and Treasurer shall be elected from among the Members of the Board of Directors.

Section 5.2 Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.3 Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the laws of the State of Ohio.

Section 5.5 Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Ohio law.

Section 5.7 Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipt and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 5.8 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, 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 5.9 Compensation. No officer shall receive any compensation from the Association for acting as such unless approved by the affirmative vote of Members holding a majority-in-interest of the voting rights of the Members present at a meeting, either in person or by proxy.



ARTICLE 6
Indemnification of Officers and Directors

Each officer and Director of the Association, in consideration of his or her services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the Director or officer or person may be entitled by law, or agreement, or vote of the Members or otherwise.

ARTICLE 7
Assessments

Section 7.1 Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agree to pay to the Association: (a) the Annual Assessments; (b) any Special Assessments which may be levied from time to time; and (c) other assessments to effect payment of property taxes which may be assessed against the personal property which may in the future be located on, or contained in, the Common Areas. Any such Assessments shall be fixed, established and collected from time to time as herein provided. The Annual Assessments, Special Assessments and assessments for payment of the personal property taxes, together with such interest thereon and costs of collection thereof, including interest, costs and attorneys' fees, as hereinafter provided, shall be a charge and continuing lien upon the Lot against which each such Assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such Assessment, together with such interest, costs and reasonable attorneys' fees for its collection, including at the appellate level, shall also be the personal obligation of the person or entity who was the Owner of such property at the time when the Assessment fell due. The personal obligation shall not pass to his or her successors in title unless expressly assumed by them.

Section 7.2 Purpose of Assessments. The Assessments to be levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Development and for the operation of the Association and shall specifically include, but not be limited to: the maintenance and operation of the private roads servicing the Development, if any; maintenance of all lighting and landscaping in the Common Areas; and the payment of taxes and insurance for the Common Areas; payment for the improvement and maintenance of the property, services and facilities related to the use and enjoyment of the Common Areas and of the Homes situated within the Development; and expenses incurred by the Association's Board of Directors or officers in performing their obligations and duties as prescribed in these Bylaws.

Section 7.3 Annual Assessments. The Annual Assessments shall be determined in accordance with these Bylaws, taking into account the Common Expenses and the future needs of the Association. The Annual Assessments shall also include a sum required to provide an adequate reserve fund for the maintenance, repair and replacement of the Common Areas and any improvements thereon, if any, or any personal property owned by the Association for which payments are to be made in regular installments rather than by Special Assessment.

Section 7.4 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy in any assessment year a Special Assessment



applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Area, including any fixtures or personal property related thereto; provided, however, that if the amount of any such Special Assessment exceeds fifteen percent (15%) of the amount of the Annual Assessment for the year in question, it must be approved by the affirmative vote of Members holding two-thirds (2/3) of the votes present in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members in accordance with these Bylaws and shall specify the purpose of the Special Assessment.

Section 7.5 Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7.6 Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on a date established by the Board of Directors. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date for the payment thereof shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7.7 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the Assessment is levied, and interest, costs and reasonable attorneys' fees, including at the appellate level, of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 7.8 Exempt Property. The following property subject to these provisions shall be exempt from the Assessments created herein: (a) any portion of the Development dedicated to and accepted by a local public authority; (b) the Common Areas; (c) any portion of the Development which is designated and/or reserved for easements; and (d) any Lots or portion of the Development owned by the Developer.

ARTICLE 8 **Committees**

Section 8.1 Committees to perform such tasks and to serve for such periods as may be designated by the Board of Directors are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.



ARTICLE 9
Miscellaneous

Section 9.1 Parliamentary Rules. The then-current edition of *Roberts Rules of Order* shall govern the conduct of all Association proceedings, when not in conflict with Ohio law, the Articles of Incorporation, the Restriction and Covenants, or these Bylaws.

Section 9.2 Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Restrictions and Covenants and these Bylaws, the provisions of Ohio law, the Articles of Incorporation, the Restrictions and Covenants and the Bylaws (in that order) shall prevail.

Section 9.3 Amendment. These Bylaws may be amended by the affirmative vote of the Members holding sixty-six and two-thirds percent (66-2/3%) of the voting rights of all Members of the Association.

Section 9.4 Books and Records. The books, records and papers of the Association shall be, at all times, during reasonable business hours, subject to inspection by any member and by the representative of any first mortgagee of a Lot. The Restrictions and Covenants, Articles of Incorporation and these Bylaws of the Association shall be available for inspection by any Member and by the representative of any first mortgagee of a Lot at the principal office of the Association or copies may be purchased at reasonable cost.

Section 9.5 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

Section 9.6 Governing Law. These Bylaws shall be governed by the laws of the State of Ohio.

Section 9.7 Composition and Term of the Board of Directors. The number of Directors designated to serve under the Restrictions and Covenants, Articles of Incorporation and/or the Bylaws of this Association may be changed by an affirmative vote of Members holding 3/4th or 75% of the voting rights of all Members of the Association, including their term and/or terms of office and shall be considered an Amendment to the Restrictions and Covenants, Articles of Incorporation, and the Bylaws, and shall be considered final and determinative.

ADOPTED JAN. 18, 2012

Frank Padula
PRESIDENT HOA
MYSTIC POINTE

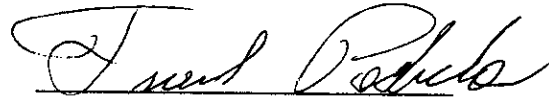


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Pg: 13 of 15
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STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

Frank Padula, Authorized Officer and Trustee of the Board of Trustees for Mystic Pointe Homeowners Association, Inc., being duly sworn according to law, deposes and says the he Executed the forgoing Bylaws of Mystic Pointe Homeowners Association, Inc. and the contents are true as he verily believes.

Ref. # _____



Frank Padula,
Authorized President and Trustee of the
Board of Trustees for Mystic Pointe
Homeowners Association, Inc.

Dated JANUARY 15, 2013.

SWORN TO before me and subscribed in my presents this 15 day of January, 2013


Notary Public

This Instrument is Prepared by:

Frank Padula
Mystic Pointe HOA
PO Box 0276
Uniontown, Ohio 44685

MAIL TO:



CURTIS R. BRADEN, NOTARY
STATE OF OHIO
MY COMMISSION EXPIRES: 2/15/17



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Pg: 14 of 15
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Kristen Scalise, Summit Co Fiscal Office

EXHIBIT "A"

Situated in the City of Green, County of Summit and State of Ohio and known as lots 1 through 242, including Blocks B & C and all other common areas, as reflected in the Plat and as further described in Slide N, Pages 201-224 of the Summit County Records.



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Pg: 15 of 15
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Kristen Scalise, Summit Co Fiscal Office